

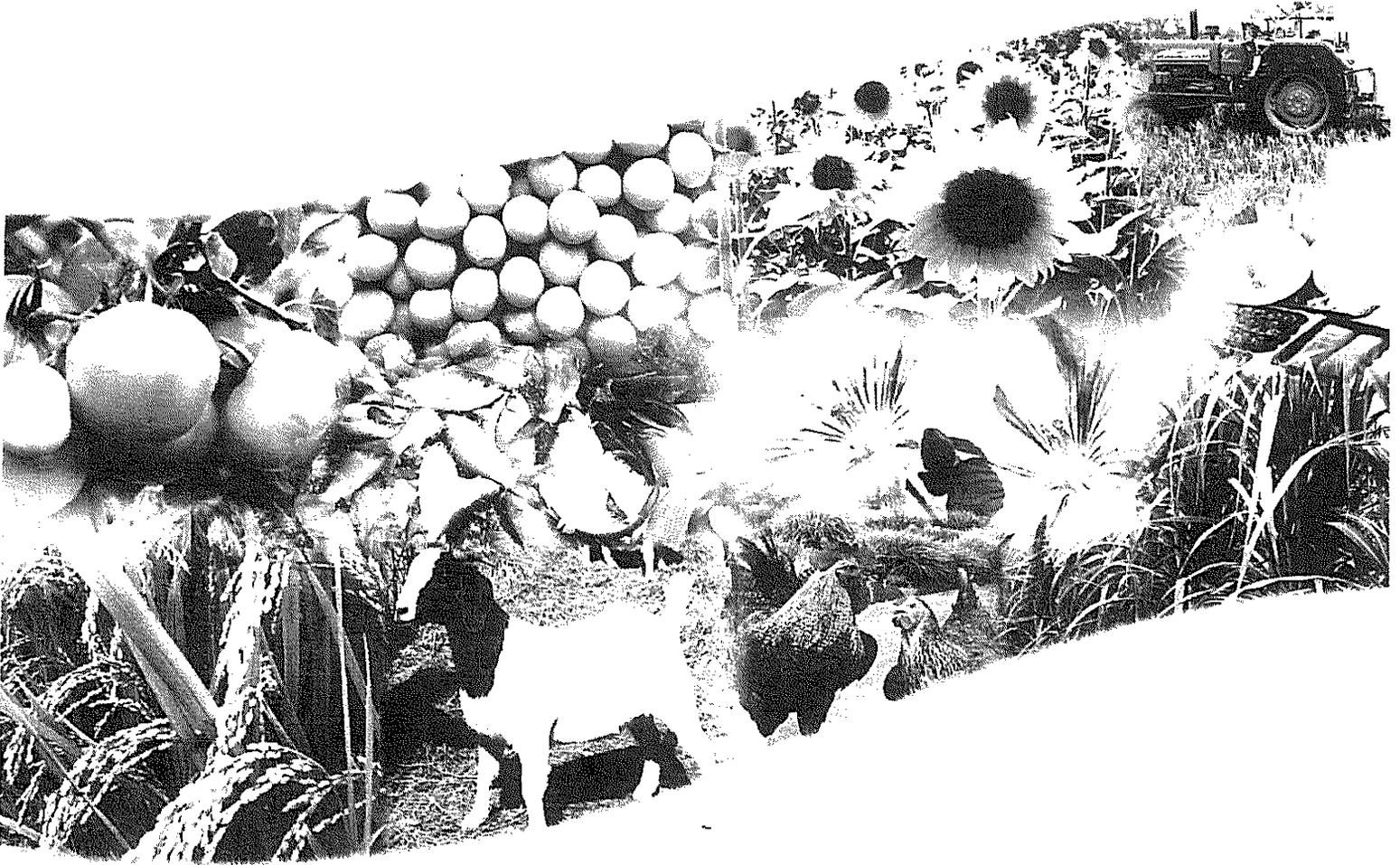
# **ICAR RULES AND GUIDELINES FOR Professional Service Functions**

**(Training, Consultancy, Contract Research  
and Contract Service)**



**INDIAN COUNCIL OF AGRICULTURAL RESEARCH  
NEW DELHI**

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Professional Service Functions  
(Training, Consultancy, Contract Research  
and Contract Service)  
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NEW DELHI

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## **Foreword**

The Indian Council of Agricultural Research (ICAR) had formulated the Rules and Guidelines on "Training, Consultancy, Contract Research and Contract Service in ICAR System" during the year 1997, with a view to develop a mechanism on partnership, resource generation and incentive and rewards within the system. The experience and the lessons learnt during the implementation of these guidelines, fast changing economic and technological environment and stakeholders' expectations, have necessitated a relook at the existing guidelines.

In this endeavour, the ICAR constituted a Committee chaired by Dr. RK. Joshi, former Director, NAARM, Hyderabad to review the existing guidelines. The report of the Committee has been thoroughly deliberated in the Council and revised document, rechristened as "ICAR Rules and Guidelines for Professional Service Functions (Training, Consultancy, Contract Research and Contract Service)" has been prepared.

The Governing Body of the ICAR in its meeting held on 25<sup>th</sup> June, 2014 has appreciated and approved the new guidelines for adoption in the Council.

The Council acknowledges the valuable inputs of the Committee members and colleagues in the Council in formulation of the revised guidelines.

**(S. AYYAPPAN)**

Secretary, Department of Agricultural Research & Education  
and  
Director General, Indian Council of Agricultural Research,  
Ministry of Agriculture, Krishi Bhavan,  
New Delhi 110 001

## Preface

The rules and guidelines on 'Training, Consultancy, Contract Research and Contract Service in ICAR System' was implemented in the ICAR from April 1, 1997. Some need based amendments were carried out and specific orders issued from time to time. From October 2, 2006, the 'ICAR Guidelines for Intellectual Property Management and Technology Transfer/Commercialization (IP guidelines in short)' were also implemented. It was imperative, therefore, that the ICAR's Intellectual Property and Technology Management (IP&TM) Unit take up the task of revising the 1997 guidelines.

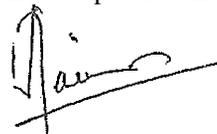
The finalization of these rules and guidelines has gone through a long-drawn strenuous process of meetings and consultations, and it involved much-valued input of a large number of scientists and ICAR institutes. While it would be difficult to enumerate the names of a large number of contributors, I would particularly remember the leadership and guidance of Dr PK Joshi, former Director, NCAP ICAR in the initial stages; and later of Sh Rajiv Mehrishi, former Additional Secretary DARE and Secretary ICAR. In the final stages, Sh PK Pujari, the present Additional Secretary and Financial Advisor DARE/ICAR guided us in finer aspects of the financial issues involved.

The document then was cleared by Administrative Sub-Committee of the Governing Body of ICAR; for which I would particularly thank Sh Arvind R Kaushal, Additional Secretary DARE and Secretary ICAR; Dr BS Dhillon, Vice Chancellor PAU Ludhiana; Dr AK Srivastava, Director, NDRI; and Dr Ramesh Chand, present Director, NCAP. The Governing Body in its 231<sup>st</sup> meeting held on 25<sup>th</sup> June, 2014 finally approved it for adoption in the Council, and I am personally grateful to each one of the members of this highest body in ICAR.

In IP&TM Unit, I will particularly mention the efforts of Dr Sanjeev Saxena, Principal Scientist for his support and hard work all through the process. Dr SK Yadav, Assistant Chief Technical Officer ably assisted Dr Saxena. At the time of its publication, my colleagues, Drs Shiv Datt and Vikram Singh have also contributed. From the Internal Finance Unit, I acknowledge the involvement of Sh Devendra Kumar, Director (Finance); Mrs Rashmi R Rao, Deputy Director (Finance); and Sh Manish Wadhwa, Finance and Accounts Officer.

Lastly, I would extend my gratitude to our head of the family, Dr S. Ayyappan, Secretary DARE and DG ICAR; whose vision, constant guidance and reminders could make us negotiate all difficulties and complete the task.

In the end, I expect that implementation of the various provisions in the aforesaid IP guidelines as also these rules and guidelines on professional service functions would go a long way making ICAR a responsible, efficient and accountable system serving its all kinds of stakeholders in the best possible national interest.



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Assistant Director General  
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F. No. IP&TM-1 -6/2005-Policy (Pt.-III)

Dated the 21<sup>st</sup> September, 2014

To,

The Directors of all ICAR Institutes/Bureaux/Project Directorates/NRCs and Project  
Coordinators

Sir,

Reference is invited to rules and guidelines on 'Training, Consultancy, Contract Research and Contract Service in ICAR System' which was implemented in the ICAR from April 1, 1997. These rules and guidelines were sought to be reviewed and revised in view of the 'ICAR Guidelines for Intellectual Property Management and Technology Transfer/Commercialization' implemented in ICAR from October 2, 2006.

Accordingly, after a long drawn consultation process, the TCAR Rules and Guidelines for Professional Service Functions (Training, Consultancy, Contract Research and Contract Service)' were developed. These have since been approved for adoption and implementation by the Governing Body of ICAR on 25.6.2014, the proceedings of which have been approved by President, ICAR Society.

In view of this approval from the competent authority, the earlier rules and guidelines on 'Training, Consultancy, Contract Research and Contract Service in ICAR System<sup>1</sup> will stand withdrawn and the revised TCAR Rules and Guidelines for Professional Service Functions (Training, Consultancy, Contract Research and Contract Service)' submitted herewith will be made operative with effect from October V 2014.

This issues with the approval of Secretary DARE and Director General ICAR,

Yours faithfully,

  
(S. Mauria)

### **Chapter 3: Consultancy Services**

- 3.1 Introduction
- 3.2 Scope of Consultancy Services
- 3.3 Processing of the Consultancy Services
- 3.4 Competent Authority to Approve Consultancy
- 3.5 Costing of Consultancy Project
- 3.6 Sharing of Intellectual Fees
- 3.7 Feedback to ICAR Headquarters

*Annexure CS-1*

Proforma for Submitting Consultancy Proposals *Annexure CS-2*

Proforma for Reporting Completed Consultancy Project

### **Chapter 4: Contract Research**

- 4.1 Introduction
- 4.2 Scope of Contract Research
- 4.3 Processing of Contract Research
- 4.4 Competent Authority to Approve Contract Research
- 4.5 Costing of Contract Research
- 4.6 Sharing of Intellectual Fee
- 4.7 Feedback to ICAR Headquarters *Annexure CR-1*

Proforma for Submitting Externally Funded Contract Research Proposals *Annexure CR-2*

Proforma for Reporting Completed Contract Research Project

### **Chapter 5: Contract Service**

- 5.1 Introduction
- 5.2 Scope of Contract Service
- 5.3 Processing of Contract Service
- 5.4 Competent Authority to Approve the Contract Service Proposal
- 5.5 Costing of Contract Service
- 5.6 Sharing of Income from Contract Service
- 5.7 Feedback to ICAR Headquarters

*Annexure CSR-1*

Reporting Proforma for Contract Service

## Policy Framework

### 1.1 Introduction

1.1.1 The Indian Council of Agricultural Research (ICAR), since its establishment, as a public sector organization, has carried out agricultural research and development functions benefiting the public at large and farmers in particular through new knowledge, skills and technologies developed by researchers working in its various institutions. The ICAR has also endeavoured to develop and orient the policy frameworks, over time, that have provided the basis for administration of agricultural research and development activities in a manner consistent with the ICAR's primary commitment to public interest. The ICAR has pursued this national public role taking along with it the agricultural universities of the country. Together, the ICAR-agricultural university system in the country has been the major constituent of the National Agricultural Research System (NARS).

1.1.2 The need for reorienting the agricultural research system with added functions involving institutions and persons outside the NARS was realized by ICAR in 1997. Thus, the researchers were encouraged to participate in collaborative work with external agencies according to the rules and guidelines established for the purpose<sup>1</sup>. These rules and guidelines for Training, Consultancy, Contract Research and Contract Service provided the desired framework for skill and knowledge based collaborative mechanism for the ICAR system. This policy framework also provided a simple, implementable and performance-oriented benefit-sharing mechanism which has worked very well in the system.

1.1.3 Management of agricultural research witnessed a major paradigm shift in the late 1990s in response to issues emanating from the Convention on Biological Diversity (CBD) and the Agreements under the World Trade Organization (WTO). Provisions under the TRIPs Agreement (Agreement on Trade Related Aspects of Intellectual Property Rights) of the WTO established enforceable universal minimum standards of protection for all major forms of intellectual property rights (IPRs), of individuals or institutions, for new knowledge, skills, technologies and products developed by them. More importantly, it extended the application of the IPR regimes to living things and agricultural research. In the changed scenario, goods and services from agricultural research are also perceived as a means of generating income, in India, these international developments were supported with amendments in the existing intellectual property (IP) laws and introduction of new IP laws for IP forms that were not addressed so far under any specific domestic IPR law.

1.1.4 Responding to the contemporary needs, the Secretary, Department of Agricultural Research and Education (DARE) and Director General, ICAR constituted a Committee that developed guidelines for Intellectual Property Management and Technology Transfer/Commercialization (IPMTT/C) in the ICAR system<sup>2</sup>. These guidelines include a policy framework for systematic

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<sup>1</sup>A Committee was constituted under the Chairmanship of Dr. S.S. Johl with Dr. Mangala Rai, then ADG (Policy) and former Secretary DARE and Director General ICAR as Member Secretary. The recommendations of the Committee were accepted by the Competent Authority and the rules and guidelines developed were implemented from 1 April 1997 vide office order F. No. I-1/95-Plng.Pt. (IV) dated 21 February 1997. These rules and guidelines replaced the earlier rules and guidelines vide letter No. 15(23)/87 Cdn. (Tech.) dated 20 September 1988.

<sup>2</sup>A Committee was constituted under the Chairmanship of Dr Rita Sharma, the then Additional Secretary DARE and Financial Advisor ICAR with Dr Sudhir Kochhar as Member Secretary, vide office order F. No 1-1/2005- CMIPP-ICAR dated 21 November 2005. The recommendations of the Committee were accepted by ICAR Governing Body and the Guidelines for Intellectual Property Management and Technology Transfer/Commercialization were implemented from

management of the intellectual property available and created by researchers in the ICAR institutes, and provide the institutional mechanism with procedures for a professional approach to ICAR's intellectual properties.

1.1.5 In the current IPR-driven scenario, ICAR recognizes that it can further strengthen its national leadership role in the dissemination of agricultural research and technology developed in its various institutes by working more closely with the wider community, through mutually beneficial relationships. However, the IPR-driven scenario has also made it pertinent to revise and reorient the ICAR's extant rules and guidelines on training, consultancy, contract research and contract service.

1.1.6 This document presents the revised rules and guidelines viz. ICAR Rules and Guidelines for Professional Service Functions (Training, Consultancy, Contract Research and Contract Service) and replaces the ICAR's extant rules and guidelines referred to in para 1.1.2. These revised rules and guidelines are to be understood, implemented and assimilated in conjunction with the policy framework provided in the IPMTT/C guidelines in a manner that the ICAR institutes and staff continue to uphold and respect its public sector role.

1.1.7 These revised Rules and Guidelines precede with some key policy elements that would define and determine the ideology in which any professional service functions viz. training, consultancy, contract research and contract service may be carried out to cater to the organizational, national and international requirements. These policy elements indicate to the scientists and staff<sup>3</sup> at various institutes their obligations and privileges as an individual and as a team towards the ICAR organization while they undertake any of these activities using ICAR's name, services and resources, either directly or by implication.

1.1.8 Elements of policy framework are followed by some general rules that would guide in developing relationships with external agencies. Further, details in each chapter on training, consultancy, contract research and contract service provide the remaining dimensions so as to give full effect to the objectives of each of the respective service function. Thus, within the overall policy framework of these rules and guidelines, a clear management paradigm is provided that explains the preliminary but essential requirements and approval procedures to conduct and streamline each of these types of activities. In addition, the monitoring and reporting mechanisms for better visibility of the ICAR system are also provided.

1.1.9 Under Rule 38(b) (14) of the Rules and Bye-Laws of the ICAR Society, the Governing Body of ICAR has delegated, vide 0.0 No. 1(I)/95-PIng.(Pt. IV) dated the 25<sup>th</sup> Feb. 1997 (copy as Appendix I), certain powers to the Director General ICAR with respect to consultancy, contract research, contract service and trainings for various clients in India and abroad, for both national and international individual and institutional agencies; subject to the condition that the powers to modify the basic features would vest with the Governing Body of ICAR.

1.1.10 Under Rule 39(a) of the Rules and Bye-Laws of the ICAR Society, the Governing Body of ICAR has delegated, vide 0.0 No. 1(I)/95-PIng.(Pt. IV) dated the 25<sup>th</sup> Feb. 1997 (copy as Appendix II), has similarly delegated certain powers on this issue to the Directors of the Institutes and other similar units.

1.1.11 These revised rules and guidelines were approved by the Governing Body of ICAR on 25.06.2014 and will be applicable with effect from time indicated in the office order at beginning of this document in all the institutes of ICAR<sup>4</sup>; and the Director General ICAR shall be the competent authority to approve any necessary changes/initiatives in the larger interest of ICAR and sort out all points of doubt relating to these revised extant rules and guidelines in the same manner as already empowered by the Governing Body with respect to the guidelines for IPMTT/C (Reference: GB Proceedings of the 205<sup>th</sup> Meeting held on 19<sup>th</sup> September 2006; copy as Appendix III).

1.1.12 To implement these revised extant rules and guidelines, issue of any orders/amendment shall be the

<sup>3</sup>Staff for this provision would mean regular/temporary/contractual persons in employment at the Institute.

<sup>4</sup>ICAR Institute (or 'Institute') in these guidelines shall refer to the network of institutions of the ICAR, including the Institutes designated with the prefixes Indian/National/Central, the National Academy, the National Bureaus, the Project Directorates, and the National Research Centres. These also include the Coordinating Units of All India Coordinated Research Projects, AICRP/A11 India Network Projects (AINP) and the Krishi Vigyan Kendras (KVK); but in those cases it shall apply to only that staff which is on the administrative strength of ICAR institutes.

domain of Cdn(A&A) Section in Internal Finance Division in ICAR Headquarters as done in the cases of guidelines for IPMTT/C. In exceptional cases of public/national interest, ICAR may have to deviate from the policies and procedures reflected in these two documents. However, such exceptions shall be made only upon written approval by the Competent Authority in ICAR<sup>5</sup>.

1.1.13 Realizing the need to promote the development and spread of R&D outcomes in ICAR, AgrInnovate India Limited, as a registered Company under the Companies Act 1956, has been established in Department of Agricultural Research and Education (DARE) as a Government of India owned Company. The services of AgrInnovate India Limited can be availed by the Institutes to support ICAR for developing in-house specialization, and to independently organize the commercial aspects in the ICAR. In addition to IPR protection and commercialization of technologies, the Company shall focus on providing technical support to outside agencies in the form of consultancies, contract research, contract service, customized capacity building, turnkey projects etc., with committed technical backstopping provided from the network of ICAR institutions. The specific tasks, obligations and conditions with respect to the above mentioned activities, including payment of costs, shall be decided by mutual agreement on a case-to-case basis.

## 1.2 Key Elements of Policy Framework

1.2.1 *Endeavouring for facilitative environment.* The ICAR recognizes that policy environment in the organisation should continue to endeavour that scientists/staff are encouraged more and more to share their knowledge and expertise through partnership modes with prospective clients, which could include other public sector, private sector, civil society, international research centres, and other agencies and institutions. This brings opportunities and benefits to the organisation and individuals working in it, and benefits the community at large. A facilitative organizational environment is considered as an efficient and effective means to disseminate the knowledge, skills and technologies generated in the organization.

1.2.2 *Right utilization of intellectual assets.* ICAR recognizes its public sector character, wherein income generation is not the highest consideration, although the value of a particular intellectual asset shall decide its worth in the overall available environment. The intellectual assets (IAs) may include i) variety or germplasm (IPR-enabled or otherwise); ii) other products (e.g. vaccines, biopesticides, equipments, software, etc.); iii) technologies, processes, methodologies; iv) information, know-how, publications; v) databases; and vi) services (e.g. training, consultancy, contract research,

contract service, infrastructure facilities, liaison, other facilitation/partnerships). The Institutes are, therefore, expected to understand the manner of utilization of the strengths of their IAs (or core competence). That is, depending upon the clarity for end-result, a particular strength can be utilised either through public or proprietary domain or both.

1.2.3 *The central role of PME cells.* Prioritization, Monitoring and Evaluation (PME)<sup>6</sup> cells have been institutionalized and operationalized in ICAR institutes with the aim to bring about proper and judicious allocation of research resources, thereby bringing in accountability, transparency and objectivity in the system. The underlying principle in PME cells is that these must be fully integrated with research decision making at the institute level; wherein formulation, evaluation and implementation of project proposals of all kinds have to be appropriately integrated. The PME cells are aimed at providing the single window mechanism for initiation of action on the

<sup>5</sup>The Secretary DARE and DG ICAR shall be the Competent Authority. In specific cases, approval of Governing Body of ICAR or other competent authority in Government of India may also be appropriately sought. Memorandum of Rules and Bye-laws of the ICAR Society, 2000 and related Memoranda/Office Orders that may be issued by ICAR or other Government of India Departments from time to time need to be considered and respected while dealing with all cases.

<sup>6</sup>These are Prioritization, Monitoring and Evaluation (PME) Cells, being established in each ICAR Institute/Unit, and aim toward bringing proper and judicious allocation of research resources, based on priority, using analytical tools, and tracking the implementation and progress; and bringing in accountability, transparency and objectivity in the system. PME Cells must be fully integrated with research decision making at the Institute/Unit level, and need to be assimilated into project proposal formulation, evaluation and implementation. The idea is to ensure through a single window system in each Institute/Unit a continuous communication with all kinds of key stakeholders. A continuous commitment to PME in each Institute/Unit is considered absolutely necessary.

possible requirements of the outside client, including all professional service functions covered in this document. Through PME cell, the system is expected to project the IAs or core competencies of individual institutes to the outside community, with the singular objective of improving visibility of the professional strengths, contributions and role of each Institute. It is, therefore, expected to be always in ready possession the updated information on all such IAs of the Institute(s) to provide the requisite information on Institute's strengths to the outside client.

1.2.4 *Creation of a nodal point in PME cell along with a monitoring and review system for ICAR.* The mechanism of Institute Technology Management Units (ITMUs) along with Institute Technology Management Committees (ITMC)<sup>7</sup> has been established as per the IPMTT/C guidelines to undertake and facilitate the work of intellectual property management and technology transfer/ commercialization. Similarly, under the "earlier rules and guidelines for training, consultancy, contract research and contract service in ICAR system, as earlier referred in para 1.1.2, procedures were suggested in each chapter to facilitate these tasks including establishment of Consultancy Processing Cells. Many a times, both these guidelines may become relevant in the same case; for example, when both goods/products/IPRs and the related professional service skills are together required to effect an agreement with an external agency. The mechanism to operate these guidelines, therefore, shall be through the existing institutionalised Units/Committees, or assistance through a specific task based Committee, with required internal and external expertise, depending upon the quantum of work and available manpower and resources at the Institute. The activities would, however, converge in the PME cell, which will be the nodal point. The mechanism established should ensure that the proposal is in line with the mandate of the Institute/ICAR and in conformity with the extant rules and guidelines. Transparency has to be maintained in the decision making process and a faithful record of the proceedings of such Committee meetings which lead to decisions and orders by the Competent Authority will be necessary and maintained.

1.2.5 *Creating awareness on core competence.* An assessment of the expertise and infrastructure available in the Institute shall be carried to arrive at the specific strengths and competencies which are in demand and could be shared profitably. Such assessment has to remain a continuing exercise, and based on the assessment, each Institute shall publish and project information on the areas of activities, within the mandate of the Institute, where there is scope for professional research and development service functions with the outside client. This will be circulated widely through appropriate brochures/bulletins/hand-outs of high quality, press insertions, internet or through other media. This could also be suitably highlighted at all the seminars, symposia, conferences, exhibitions, *Kisan Melas* etc., so that the prospective clients may be adequately advised about the potential services offered and the opportunity to avail such services.

1.2.6 *Ethics in scientific profession.* Ethical considerations in all scientific pursuits should remain uppermost in professional conduct of ICAR scientists/staff. Therefore, a level-headed approach is expected from persons who matter in projecting/utilizing ICAR's R&D pursuits and professional strengths. It is pertinent, therefore, that before beginning of the meeting of the decision making Committee each of the member should sign a declaration that s/he does not have any specific interest in the Agenda items. In exceptional cases, a situation may arise when more than one member of the Committee are interested parties. In such cases, it would ideally require a decision through the next higher level of Committee/position.

1.2.7 *Limitations on professional service functions for outside client.* While engagement with external agencies is encouraged, professional service functions for outside clients, wherein additional income generation is expected, should be treated as a privilege and not a right. That is, all ICAR scientists/staff members' primary obligation is towards the Institute/Council to whom they belong and it is expected that s/he will not transgress the spirit on which this privilege rests. Scientists/staff should be thus involved in professional services for outside client to the extent they advance the mission or prestige of the organization; and the activities do not conflict with or are beyond the objectives/mandate of the ICAR/Institute, or infringe upon other activities undertaken by the organization, or compromise the organization's ability to undertake objective and independent public sector

<sup>7</sup>The composition and function of ITMC has been given in para 4.6.4 of ICAR's Guidelines for Intellectual Property Management and Technology Transfer/Commercialization.

research and development functions. Further, professional service functions should not be accepted if it involves any subject or information which is prejudicial to organisational and national interest.

### **L3 General Principles of Policy Framework**

1.3.1 *Choice of the client.* Engagement with external agencies which help raise the organizations' profile and contribute to develop mutually beneficial partnerships should only be encouraged. The partnerships may lead to generation of new knowledge, or lead to commercialization of research, or contribute to the organization's commitment to public service, or promote professional development of the scientist/staff/institute. The issues mentioned are, however, only indicative and offers of required professional service from an outside client can be evaluated through collective wisdom of the concerned committee with the help of scientists or staff that have to undertake the work. In specific cases of professional service functions, wherein a potential client has sought offers for bidding applications through an open advertisement, and an Institute considers it suitable for undertaking the job, it can apply for the same provided all requirements as per established procedures are complied with and followed. Proposals may also be received through AgrInnovate India Limited and the Institutes shall be obliged to undertake these activities in the best possible manner in consultation with the concerned Subject Matter Division (SMD) and AgrInnovate India Limited.

1.3.2 *Choice of the executing team.* In order to execute the professional activities, the Project Leader or the Coordinator and the team of other consultants/resource persons should be proposed in the context of the work and the capability of the persons through PME cell in consultation with

the concerned Project Leader/Coordinator; and approved by Director<sup>0</sup> of the Institute. While assigning the work to a scientist/staff member, due cognizance shall be taken of his/her workload, qualifications and experience vis-a-vis the specific requirements of the project, monetary benefits likely to be accrued from the project etc. The team of persons executing the work should also have the confidence of the client and in case the client indicates preference for a particular person(s), the request may be given due consideration. In general, it should be ensured that external work is fairly distributed among the eligible staff at all levels and that it is not confined to specific individuals/ groups/levels of staff. In case provision has been kept to engage contractual staff, including Research Associates/Senior Research Fellows, the Director shall be the competent authority to appoint them as per existing rules of ICAR/Government of India. Further, in specific cases for contract research/service, in addition to the expertise available in the Institute, experts/consultants may be required to attend to specific job for time-bound execution of the project. Professionals with requisite qualifications and experience may be hired as Consultants within the framework of provisions contained in Chapter - Procurement of services of GFR, 2005. However, it has to be ensured that such engagements have to be purely temporary and co-terminus with assignment. The cost to be incurred should be clearly indicated in the charges to be debited to the account of external agency requiring the service.

1.3.3 *Development of agreements.* All professional service activities conducted for external agencies shall be institutional and the contractual obligations shall be that of ICAR. The Agreements or Memorandum of Understanding (MoU)<sup>8</sup> with clients will be executed on behalf of ICAR by the Institute and not by an individual or the executing team. Agreements with external agencies should be made in writing beforehand. In the case of services rendered to Government Departments/ agencies and Public Sector Undertakings, or UN bodies/CGIAR, or other national agencies of similar set up, or services of minor nature, the terms and conditions including payment schedules may be settled through formal agreement on non-judicial stamp paper or exchange of letters. In case the Competent Authority e.g. the Director of the Institute, feels that an agreement would be technically and legally useful, the party may be asked to enter into a registered legal agreement.

1.3.4 *Scope and areas of agreement.* While finalizing an Agreement or MoU, it must be ensured that the external agency (contracting party) entering the contract is competent to do so. In case of private organizations especially, it should be seen that the activity proposed in the contract is permitted under the business of that agency. The person entering into contract on behalf of the external agency should be competent/duly authorized to do so. In case of private individuals, his/ her antecedents and capability to fulfil/perform obligations under the contract should be ascertained in advance. The obligations of the parties entering into the agreement should be clearly spelt out and responsibilities fixed. In developing or accepting an Agreement or MoU, the following broad elements, as applicable for a particular case, should be considered for inclusion:

1.3.4.1 *Background section* that includes the names of the parties, and expectations, the broad motivations and goals, the effective date of agreement and why the partnership is important.

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<sup>8</sup>Director, as referred in these rules and guidelines, would mean the Director of an ICAR institute/bureau/national research centre and includes the Project Director of an ICAR directorate. Project Coordinator, whether based in an ICAR Institute or outside, should keep in confidence and develop the required understanding with the concerned Director or other superior official concerned with the particular professional service function

Applicable GFR rules and Guidelines as issued by Government of India/ICAR from time to time shall be followed.  
<sup>0</sup>Agreement/Memorandum of Understanding (MoU) is a document describing a bilateral or multilateral agreement between parties. It expresses a convergence of will between the parties, indicating an intended common line of action. In some cases, depending on the exact wording, MoUs can have the binding power of a contract; as a matter of law, contracts do not need to be labelled as such to be legally binding. Whether or not a document constitutes a binding contract depends only on the presence or absence of well-defined legal elements in the text proper of the document.

1.3.4.2 *Definition section* to explain the terms used in the Agreement/MoU.

13.4.3 *Confidentiality section* to specify provisions for and restrictions on the disclosure of information shared between the parties. It should be ensured that such information as may be vital to the interest of the Institute/ICAR or security/defence of the country is not parted with to the contracting party.

13.4.4 *Section on terms of the agreement* to indicate key roles and commitments of the partners. It can include statement of work which explains the work plan, approaches and methodologies, specifying who will be responsible for each component of work, and delineating time frames, benchmarks and delivery dates. The work plan should specify what each party will be expected to contribute, how necessary changes to the workplan will be made, and how communication between the parties is to take place. Basically, it shall elaborate the mechanism envisaged for successful execution of the professional service.

13.4.5 *Section on IP Management* to consider the indicative clauses in the sample Joint Intellectual Property Management Plan (JIPMP)<sup>9</sup>. It shall ensure that the IPR issues involved are in conformity with ICAR's Guidelines for Intellectual Property Management and Technology Transfer/ ■Commercialization. This section should embody the mutually agreed terms for in-licensing and use of proprietary research tools, sharing the ownership of IP generated, licensing of IPR-enabled technologies, sharing of commercial benefits, etc. It is necessary that the concerned committee critically reviews the IP-related conditions in the agreements and records its satisfaction with proper explanations in the proceedings of its meeting. Such joint IP management plan can be altered mid-way with mutual consent of research partners. Any variation from the guidelines should be deliberated by the concerned committee and reasons for variation provided to the authority competent to approve the proposal.

13.4.6 *Indemnity and liability section* to set out the terms of liability. It should ensure compliance of issues related to taxation, and protection of name and reputation of the organization. It should also include a disclaimer on responsibility of the institution, say, for the advice/recommendations given in the professional service undertaken. That is, indemnifying ICAR scientists/staff/institution from any legal consequences arising from the professional service rendered. There should not be any warranty of the quality of replicates or multiplications of the results of services rendered by the client subsequently on its own. The liability, if any, for ICAR arising out of the services rendered shall generally be the amount received by ICAR for service, excluding the cost of the actual material purchased and utilized for undertaking service. In any case, ICAR should not be liable for any indirect, special, incidental or consequential damages of any kind in connection with the service, and in any event ICAR's cumulative liability shall not be more than the amount received from the external agency for the particular professional service.

13.4.7 *Period of agreement and modification or termination procedures* to provide how long the agreement will last and under what circumstances or notice the agreement may be modified/ terminated. Also, if required, provision should be kept for additional funds in the event of a partnership project being extended beyond the stipulated duration for reasons beyond the control of the Institute and new circumstances emerging requiring modification/extension.

13.4.8 *Arbitration section* to establish how disputes will be handled, and how the parties wish to have the *agreement* interpreted and adjudicated. It should explain the procedure and mechanisms that would be used, should a dispute arise. In specific cases, ICAR can also be open to mediation

and reconciliation. Decision to appoint an arbitrator and of the mode of arbitration will normally be that of the Director General, ICAR. The disputes shall be preferably resolved through the; arbitration mode under the Indian laws and regulations.

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<sup>9</sup> The sample Joint Intellectual Property Management Plan (JIPMP) is provided in Annexure 8 of the ICAR's Guidelines IPMTT/C.

1.3.4.9 *Signatories* on behalf of ICAR would be the Competent Authority for approving the said proposal. However, s/he may delegate the authority to sign a particular Agreement to other suitable official corresponding with the rank and position of the counter-part signatory of the external agency. It is to be ensured that the authorised representatives have the authority to bind their respective organizations to the terms and conditions in the Agreement; and they should invariably sign in the presence of two witnesses from each party.

1.3.5 *Compliance of regulatory mechanisms.* The compliance and discharge of all relevant obligations under the national/international laws and regulatory mechanisms that impinge upon, the research and development activities undertaken during the professional service, such as those applicable for use of genetically modified organisms, environmentally or otherwise hazardous material, radioactivity or experimental materials, etc. are to be ensured. The onus of obtaining all such obligations and statutory clearances, specific to the service, should be passed on to the client/ external agency (ies) as far as possible.

1.3.6 *Activities involving biological materials and related information.* Any activity involving biological material and/or related information should be governed by an appropriate material transfer agreement (MTA) that would include, but not be limited to, any activities involving transfer to third parties, activities aimed at commercialisation or the claiming of rights of any kind over biological material and/or related information. These agreements should conform to the guidelines for exchange of genetic resources issued from time to time by the ICAR (DARE) National Biodiversity Authority. The MTA could, however, be a part of the overall Agreement/MoU.

1.3.7 *Ownership of facilities created in a partnership.* Ownership of any facility created in a partnership, e.g. equipment purchased under the project, shall normally belong to ICAR on mutually agreed terms, although an alternative provision may also have to be agreed sometimes, which shall be duly mentioned in the terms and conditions in the Agreement/MoU, and also duly implemented at the end of the term of service. After the completion of the professional service, in case the external agency seeks to gift any equipment/machinery/facility procured under the project to the Institute, a clear and unambiguous letter stating that the gift is without any conditions or attachments should be obtained from the client. It can also be purchased from the client at a price not higher than the depreciated value, in case such item is considered to be useful for the Institute. Such item may also be disposed of through mutually agreed terms, the terms and conditions for which should be clearly stated in the Agreement/MoU. The provisions of GFR would be duly considered while taking the final decision in this context.

1.3.8 *IPR issues in partnerships of different kinds.* The terms and conditions on IP-related rights shall vary depending upon the nature of a partnership programme. As a principle, the ICAR does not desire IP-related rights on the results of contract services rendered, wherein the results are to be provided as such without further processing or interpreting the data; and where detailed technical or scientific advice is not rendered. However, where applicable, such as in cases where any scientific or techno-legal advice is to be rendered or data are analysed and interpreted, e.g. under consultancy or contract research, the sharing of IP-related rights may not be ruled out by ICAR. Therefore, transparency to this effect will be maintained through Service Contract/Agreement/ Letter of Intent/MoU etc. Where applicable, the co-ownership of IPR and licensing right issues will be decided on mutually agreed terms and as per the ICAR Guidelines for IPMTT/C.

1.3.9 *Costing of different professional service functions.* Broadly, costing shall include all direct and indirect expenses to ensure that all possible costs are recovered; and general guidelines are given in each individual chapter on training, consultancy, contract research and contract service. Appendix IV provides explanation for various possible heads contributing to the expenses of the professional service project. The costing shall include the

component for payment of all taxes as applicable in Govt, of India regulations on the date of receipt of payment and have to be adjusted/ debited to the project account.

1.3.10 *Payment terms.* Preferably, 50% of the fees should be paid by the client or client groups at the time of commencement of the project, 35% after the submission of draft report and the balance 15% immediately after the final submission of the report. However, in specific cases, the schedule of payment could be negotiated/changed depending upon mutually agreed conditions between the parties. The instalments of deferred payment can be backed by Bank guarantees, if considered necessary. In cases where ICAR/Institute is called upon to carry out jobs by Government agencies, courts of law or statutory authorities etc. on an urgent basis, the institutes may not, subject to acceptance of payment and other terms by the client in writing, insist on advance instalments of payment. In case of professional services secured through bidding or against open tender, it may not be necessary to insist on bank guarantees.

1.3.11 *Deferment of instalments.* If due to technical reasons, the Institute is unable to meet its obligations to achieve the agreed milestones as per the Agreement/MoU, the Institute may defer receipt of payment of subsequent instalment(s) from the client till such time it meets with its stipulated obligations. In such cases, where a deferment of subsequent instalment(s) is to be effected, the Institute shall clearly record the reasons for non-fulfilment of obligations for approval by the Competent Authority based on the recommendation of ITMC/PME.

1.3.12 *Powers to incur expenditure.* The Director of the implementing Institute or the principal functionary designated for executing the particular professional service function shall exercise full powers as delegated to him/her for incurring expenditure as sanctioned. Any deviation within the overall budget sanctioned may be allowed and agreed to by the Director of the Institute where the project is being carried out provided it is considered in the best interest of successful completion of the project. A proper record of expenditure made under different heads should be maintained to ensure that actual expenditure does not exceed substantially from the estimates made at the time of costing of the project.

1.3.13 *Foreclosure of the projects.* In the event a project requires foreclosure, the Project Leader executing the professional service shall submit a comprehensive proposal stating the reason for foreclosure, for consideration/approval by the Competent Authority based on the recommendation of the PME. Similarly, the issue of payment for part work, compensation etc., if any, will have to be worked out with the contracting agencies. It would be prudent to make appropriate provisions in the Agreement/MoU for such contingencies.

1.3.14 *Write-off of unrecoverable dues.* In the event of unrecoverable dues from an external agency relating to the professional service, the Project Leader executing the professional service shall prepare a comprehensive proposal stating the reasons of short-receipts for consideration/ approval by the concerned Committee/competent authority as per the powers delegated by ICAR. In the event of any unrecoverable dues/short recoveries, the total expenditure incurred against the project (i.e. all direct and indirect costs) would be first accounted for, and thereafter only the net surplus will be worked out for benefit sharing, if any.

1.3.15 *Reporting.* A copy of the completion report, including both physical and financial aspects,

for all professional services undertaken by the Institute, shall be retained with the nodal point in the PME cell for the purposes of record. In case of trainings and projects of purely advisory nature and where no project report is required to be submitted to the client, a brief note on the work rendered should be submitted to the PME cell for record. A summary report may be sufficient even in cases where confidentiality is a requirement of the external client. Periodic reports containing information on the completed professional service, viz., training, consultancy, contract research or contract services undertaken by the Institute shall be provided by the PME cell to the ZTMCs (Zonal Technology Management Centres)<sup>2</sup>; and to the unit of ADG (IP&TM) in ICAR Headquarters<sup>3</sup>, whenever asked for. Information shall be submitted as per the proforma provided in the respective chapters, or any new proforma suggested.

1.3.16 *Income generation in Institute.* Considering the IPMTT/C guidelines, the present guidelines ; on professional service functions and the established practices in the institutes; revenue or income I generation in an Institute shall occur from the following two different streams. These are: j

(i) income from licensing/commercialization under IPMTT/C Guidelines<sup>10 11 12</sup>; and/or income accrued j from the professional service functions<sup>13</sup> under the present/revised rules and guidelines on professional j service functions; and ;

(ii) any other revenue generated, which is not covered in the guidelines mentioned in (i) above. j

It needs to be noted that the incomes, as classified above in (i) are distinct from the revenue generation in (ii); a if the income from (i) being incomes from utilization of acknowledged intellectual assets. Therefore, while ll revenue or income generated under (ii) (i.e. Institute income from other sources) shall be accounted for and 11 remitted as per ICAR norms and practices, the accounts of income generated under (i) need to be maintained 1 under the head 'Institute Income from Intellectual Assets (products/services)'; a requirement considered I important not just from the point of benefit sharing (with contributing scientists/staff and the ICAR as the organization) as per provisions in the two guidelines, but also with a view to project the gains from the intellectual capital of ICAR; so as to highlight the ICAR as a modern national organization with the desired professional outlook and approach of changed times.

1.3.17 *Surplus income from professional service functions under 1.3.16 (i).* It is to be noted that all monetary and non-monetary benefits realised in an Institute from its IPR-enabled technologies would be shared as per the formula provided in paras 11.3 and 11.4 on 'Sharing of Benefit Money' in IPMTT/C guidelines. The present guidelines provide for a system to share surplus income from professional service functions.

<sup>10</sup>ZTMCs have been constituted as per para 4.3.2 of ICAR's IPMTT/C Guidelines; and are supported by Zonal Institute Technology Management Committees (ZITMCs) (under its para 4.6.3).

<sup>B</sup>In the ICAR's IPMTT/C Guidelines, as per para 1.5.20 and 4.3.3, ATMC (Agro-Technology Management Centre) was proposed to be created to function through a Central Technology Management Committee (CTMC), whose composition and function was also given in para 4.6.2 of the same guidelines. It was also indicated that till such time ATMC is appropriately formed, ADG (IP&TM) shall be the responsible person to CTMC/Secretary DARE and DG ICAR (the Chair of CTMC).

<sup>H</sup>It needs to be noted that, through the present rules and guidelines, income and benefit sharing formula for IPR- . enabled technologies as per IPR guidelines is also extended to include and apply to genetic stocks/biological material registered in different Bureaus of ICAR; and other registered products etc. with other regulatory authorities of Govt. ■ of India.

<sup>ls</sup>To this, is now included the income generated under ICAR's Revolving Fund Scheme, as that scheme also has provision for benefit sharing with actual workers, which is included in these rules and guidelines under the scope of contract sendee in para 5.2.

1.3.17-1 For the professional services rendered as per these guidelines, the surplus income generated would be arrived at i) after deducting the mandatory taxes (e.g. service tax etc.) from the payment received from external agency, and ii) also accounting for the expenses incurred during the execution of the project (which shall include honorarium paid to the concerned persons, expenditure booked/projected against mandays, and institutional charges on the completion of each professional service undertaken). It needs to be noted that since expenditure on account of mandays and other expenses, which is even though charged from the client, is booked against non-plan allocation of the respective Institute, any surplus savings in a professional service project, other than savings on account of intellectual fee, would be termed as ICAR Income and will be distributed by ICAR Headquarter. Regarding savings in intellectual fee component, these would become the 'surplus income', and would be distributed as per provisions of para 1.3.17.2.

1.3.17.2 'Surplus Income', as indicated in para 1.3.17.1 above shall be distributed as follows:

- I. Institute ~ 70%
  - (a) Institute Income (to be used as per 1.3.17.3) = 65%
  - (b) Institute Staff Welfare (to be used as per 1.3.17.4) = 5%
- II. ICAR = 30%
  - (a) 'ICAR Income from Intellectual assets' with Internal Finance at ICAR Headquarters (to be used as per 1.3.17.5)= 25%
  - (b) ICAR Staff Welfare Fund= 5%

It is emphasized that it is essential to keep proper audited accounts, both for clarity in account records and for sharing of surplus income.

■ 1.3.17.3 Income from IPMTT/C guidelines and 'surplus income' as per para 1.3.17.1 of the present guidelines shall be intimated to the Internal Finance Division at ICAR Headquarters for booking the income under the head, 'Income from Intellectual Assets (Products/Services)' so that its utilization in the institutes and ICAR Hqrs. as per provision in 1.3.17.4, 1.3.17.5 and 1.3.17.6 can be appropriately accounted for. The ICAR income, as specified in para 1.3.17.1 above shall, however, continue to be classified under 'Income from Services' as per heads contained in Schedule 8 of Annual Accounts.

1.3.17.4 The Director of the Institute or the applicable competent authority shall exercise full powers to use the component of Institutional Income for purposes, such as, i) strengthening of the existing facilities; ii) upgrading infrastructure facilities; iii) any other justified contingency use; iv) for meeting overhead expenses required for necessary day-to-day business development activity; and v) to undertake any specific technical intervention for farmers and communities. In doing so, it is to be ensured that such expenditure is not possible otherwise from other possible sources, and care has been taken that conditions provided in subsequent paragraphs here are strictly followed, and ample reserves are left safe for any contingency situations in future.

1.3.17.5 The amount of Institutional Income for staff welfare can be utilized for the following purposes:

- a) upgrading/creating subsidized canteen facilities;
- b) upgrading/creating and maintaining recreation facilities for staff;
- c) succour to the families of staff who die in harness leaving the family in indigent conditions; and
  - d) any other purpose, which the Institute Management Committee or Board of Management feels to be in the larger interest of staff welfare at the institute level.

1.3.17.6 The amount accumulated in the ICAR Headquarters as 'Income from Intellectual Assets' as stipulated in para 1.3.17.3 shall be utilised for the purposes mentioned in the IPMTT/C guidelines as per para 11.4.2 and for encouraging activities that augment intellectual property management that could *inter alia* include, technology identification, selection, acquisition, exploitation and protection; technology

assessment; facilitating liaison with industry, Government departments and researchers; creating awareness and capacity building; undertake targeted research studies and policy research through experts; provide recognition, awards and monetary/non-monetary incentives to individuals and institutions engaged in technology management, and similar activities for which budgetary provisions have not been envisaged in the Plan Scheme. However, 'ICAR Income' shall be regulated as per provision in para 1.3.17.1.

1.3.17.7 It is advised that incomes and sharing of benefits under IPMTT/C guidelines or these guidelines should be appropriately monitored and accounted for on completion of project/annual basis, whichever is earlier, so that it is possible to provide an appraisal report for individual employee-wise benefit sharing and reserves kept for record. Accordingly, the following be adhered to:

- a) Appropriate system of cost-accounting has been put in place by the Institute.
- b) A legally valid agreement or MoU or letter of intent as applicable has been completed with the external organization,
- c) The task has been completed in accordance with the terms of the Agreement/MoU.
- d) The receipts due from the external organization have been received in full.
- e) The outside client has not contested the ICAR's fulfilment of its obligations as defined in its Agreement/MOU.

1.3.17.8 A person is entitled for a share of benefits/fees even in the event of his transfer/retirement/resignation from the ICAR. In the event of death of a person, his/her legal heir shall be entitled for his/her share of dues/fees.

1.3.18 *Procedure for benefit sharing.* On the completion of assignment and receipt of all dues from client, subject to conditions mentioned in para 1.3.17, the Project Leader, in consultation with the team members involved in the execution, shall decide the share to each member commensurate with the inputs of each individual member. The share of distribution agreed upon will be intimated to the concerned member and displayed on the notice board of the Institute; to invite objections, if any, within 15 days and submitted to the nodal point in PME cell for understanding the claim and recommending to the competent authority. In case no objection to/representations against the proposed distribution are received within fifteen days from the date of intimation/notification, the recommended distribution may be taken as final. Such objections/representations (received within the stipulated period of time) to the distribution shall be submitted for consideration by a Committee formed for this purpose. The recommendations of the Committee shall be intimated to all concerned staff and displayed on the notice board. In case there is no further representation against the decision of the Committee within thirty days of its display on the notice board, distribution as per the Committee decision shall be got approved by the competent authority. Representations/objections against the decision in an Institute can be made to the Director General, ICAR within thirty days of the date of the display of the final decision on the notice board (a copy of all such representation to Director General, ICAR would be endorsed to the Director of the Institute). The decision of Director General, ICAR in the matter shall be final and binding on all concerned. Any distribution made in disregard to the prescribed procedure and guidelines shall be deemed as unauthorized and liable to recovery with interest as applicable.

1.3.19 *Ceiling on benefit sharing payments.* Each financial year, from 1 April to 31 March, shall be considered as the annual period. There is no proposed ceiling on annual benefit sharing payments to an individual scientists/staff as accruing from IPMTT/C guidelines or these guidelines. However, the powers for payments up to X10 lalchs per annum as share of benefit to an individual shall rest with the Director of the Institute, That is, for any payments over and above X 10 lakhs per annum, the case shall be reviewed in the PME Cell and forwarded with recommendations/comments to the concerned SMD for seeking approval of the Director General, ICAR. The individuals are, therefore, also required to

compulsorily declare in writing to the nodal point in PME cell any such payment received directly.

1.3.19.1 All cases of annual benefit sharing payments over and above X 10 lakhs per annum to an individual shall be considered only if full justification is provided by the Institute/SMD. Otherwise, any such amount exceeding the X10 lakhs limit shall be counted as brand value of the ICAR system to be credited to the account of Institutional Income.

1.3.19.2 Directors of the Institutes are empowered to sanction to themselves up to X One lakh per annum of such benefit sharing payments. However, for any payments more than ^ One lakhs per annum and up to X Ten lakhs per annum, the approval of the Director General, ICAR shall be required. Payments above X10 lakhs to Directors of the Institute shall be governed by para 1.3.19.1.

1.3.19.3 Payments to be made to scientists/staff at ICAR Headquarters would require the approval by the Director General, ICAR. Any earlier payments now due to a scientist/staff posted at ICAR Headquarters shall require information to Director General, ICAR.

1.3.20 *Benefit sharing in professional service function involving foreign country visits.* Actual travel expenditure and per diem rates limited to approved UN rates shall not be included in calculation of the net intellectual fee or honorarium receivable by an individual. Foreign deputation on a monthly fellowship or for participation in a seminar/symposium/conference/meeting as resource person shall be considered as per rules of foreign deputation.

1.3.21 *Budgeting of a professional service function according to provisions in different chapters.* An attempt has been done to define and explain different professional service functions under different chapters' viz. training, consultancy, contract research and contract service. While this attempt has tried to avoid any overlapping nature in the definitions and explanations of different professional service functions, in particular cases where the explanations do not provide a complete clarity, the Directors of the Institute are empowered to take the decision based on the recommendation of PME to attribute a particular professional service function to a particular category with justification appropriately recorded.

1.3.22 *Tax payable by individuals.* The payments received as part of benefit sharing by the individuals will be treated as bonus income of the individual and governed by income tax rules; the disbursing institutions will deduct income tax at source as per the prevailing rates.

1.3.23 *Option to forgo remuneration from benefit sharing.* A member of the team undertaking the professional service function or receiving any due honorarium, or intellectual fee, or the share of benefits as per IPMTT/C guidelines shall have the option to forgo his/her share of portion of remuneration from benefit sharing. The amount so foregone, if any, or that for which the circumstances do not allow to make payments, will be credited to the Institutional Income.

*ICAR Rules and Guidelines for Professional Service Functions*

1.3.24 *Sharing between/among the Institutions.* All ICAR institutes, as per their mandate, do not have similar avenues for revenue/income generation through training, consultancy, contract research, contract services or IP-mediated technology transfer/commercialisation. Recognising this, distribution of ICAR Income amongst institutes, would be done by the ICAR Headquarters, which shall be approved by the Director General, ICAR.

1.3.25 *Activities as exceptions to these guidelines.* The following categories of external contract/grant for professional service functions rendered to public sector organisations/educational/non-commercial agencies are exempted from these guidelines:

- External examining and assessment
- Production of scholarly works such as books, articles, study material and research papers
- <sup>a</sup> Editorship of a professional/academic journal or publication, refereeing papers, reviewing books
- Lecturing and resource person as invited expert in programmes organised by such outside agencies
- Contributing to broadcast media programmes
- Research Advisory Committee or Institute Management Committee or Expert Committee member
- Member/Office holder of a professional society; organising committee member for seminar's/symposium sponsored by professional societies/scientific academies/ICAR/statutory bodies/universities/other government organisation
- Public service such as serving on Government/public body in the capacity of an expert

The above list is not exhaustive, but serves to provide an illustration of those activities that are outside the scope of this policy. As and when such new activities come up, decision on them can be taken by the Competent Authority. These activities are subject to provisions of SR 12.

**Office order; Delegation of powers to DG ICAR**  
**Indian Council of Agricultural Research**  
**Krishi Bhawan : New Delhi**

F.N o. 1 (1)/9 5-P Ing. (Pt. IV)

Dated the 25<sup>th</sup> Feb., 1997

**OFFICE ORDER**

Under the provisions of Rule 38 (b)(14) of the Rules of the Indian Council of Agricultural Research (ICAR) Society, the Governing Body of the ICAR has delegated the following powers to the Director General of the Council for smooth implementation of the schemes for organising training programmes within the country for various clients in India and abroad; rendering individual and institutional consultancy, both national and international as well as contract service; and for undertaking contract research with outside organisations

- a. to frame, amend or repeal rules and guidelines on organising training programmes, rendering consultancy and contract services and undertaking contract research. However, the power to modify the basic features of the schemes would vest with the Governing Body.
- b. to fix charges for training programmes and carry out their review periodically in consultation with Financial Adviser, DARE.
- c. to prescribe procedure for-
  - i) costing of consultancy services, contract research, contract service and review of rates and procedure thus fixed periodically.
  - ii) sharing consultancy/intellectual fee, income realised through contract research, contract service and licensing of intellectual property and devising mechanism for redressal of grievances, if any, arising therefrom.
- d. to lay down principles and guidelines for utilisation of funds generated by the Institutes as their income and/or savings through the above mentioned sources.
- e. to lay down policy for licensing of intellectual property and sharing of rights/income accruing therefrom,
- f. to create Staff Welfare Fund at the ICAR headquarters and at the Institutes through the income generated from above mentioned sources and to lay down guidelines for the utilisation of the Fund.
- g. to approve consultancy projects involving an outlay not exceeding rupees one crore and contract research and contract service projects as per the guidelines laid down for the purpose.

Sd/-  
(GS. Sahni)  
Secretary, I.C.A.R.

## Distribution:-

1. Director General, ICAR.
2. Directors of all ICAR Institutes/Project Directorates/National Research Centres/National Bureaux (with one spare copy each).
3. All DDGs/ADGs of ICAR.
4. Secretary, ICAR/F.A., DARE/Director (Finance)/Duiirector (P)/Director, DARE/Dij'tector (Works)/Director(P&I),ICAR/All Deputy Secretaries, ICAR Hqrs. \*
5. All Deputy Directors/Under Secretaries/Deputy Directors (Finance)/Finance & Account Officers, ICAR Hqrs.
6. All Scientists/Officers/Sections of ICAR Hqrs.
7. Cdn. (A&A) Section, ICAR, Hqrs.
8. PS to Hon'ble Agricultural Minister and President ICAR.
9. PPStoDG
10. PS to Financial Adviser, DARE.

## Office Order: Delegation of powers to Directors

**Indian Council of Agricultural Research  
Krishi Bhawan : New Delhi**

F. No. 1(1)/95 -Plng.(Pt.rV)

Dated the 25<sup>th</sup> Feb., 1997**OFFICE ORDER**

Under the provisions of Rules 39(a) of the Indian Council of Agricultural Research (ICAR) Society, the Governing Body of the ICAR has delegated the following powers to the Directors of the Institutes including the Project Directorates, National Research Centers and National Bureaux of the Council for smooth and efficient operation of the schemes for imparting training within the country for various clients in India and abroad; rendering individual and institutional consultancy both national and international as well as contract service; and for undertaking contract research with outside organizations:-

- i) to approve consultancy project with national agencies involving an outlay not exceeding one crore of rupees, as per rules and guidelines framed for consultancy services.
- ii) to approve contract research projects involving an outlay up to Rs. 10 lakhs at his own level and up to Rs. 25 lakhs with the approval of the Management Committee of the Institute and contract service proposals, as per rules and guidelines on the subject issued by the Council.
- iii) to sanction fees/honorarium to the staff of the Institute or of other ICAR Institute(s) or any other officer(s) from outside the ICAR system associated with the consultancy service or training or contract research or contract service projects, as per rules and guidelines on the subject issued by the Council; and
- iv) to fix rates for hiring, usage of equipment, farm, machinery, computer or for rendering other services including contract service.

Sd/-

(G.S. Salmi)

Secretary, LC.A.R.

## Distribution:-

1. DG, ICAR.
2. Directors of all ICAR Institutes/Project Directorates/National Research Centers/National Bureaux (with one spare copy each).
3. All DDGs/ADGs of ICAR.
4. Secretary, ICAR/F.A., DARE/Director (Finance)/Director (P)/Director, DARE/Director (Works)/ Director (P&I), ICAR/ All Deputy Secretaries, ICAR Hqrs.
5. All Deputy Directors/Under Secretaries/Deputy Directors (Finance)/Finance & Account Officers, ICAR Hqrs.
6. All Scientists/Officers/Sections of ICAR Iqrs.
7. Cdn.(A Si A) Section, ICAR, Hqrs.
8. PS to Hon'ble Agricultural Minister and President ICAR.
9. PPS to DG.
10. PS to Financial Adviser, DARE.

**GB's proceedings of 205<sup>th</sup> meeting delegating powers to DG ICAR  
(w.r.t. IPMTT/C guidelines)**

**Proceedings of the 205<sup>th</sup> Meeting of the Governing Body of the ICAR Society  
held on 19<sup>th</sup> September, 2006**

The Secretary welcomed the members of the Governing Body and introduced the new members to the House. DG in his opening remarks mentioned about the forthcoming international scientific events. He said that the Guidelines for IP Management and Technology Commercialization which were under formulation at the time of last GB meeting have since been finalized by a Committee chaired by the Financial Advisor and are placed before the Governing Body.

The FA made a presentation on 'ICAR Guidelines for Intellectual Property Management and Technology Transfer/Commercialization'. The presentation was followed by a detailed discussion culminating into following decisions:-

- I. While implementing the Scientist/Innovator Entrepreneurship Scheme vide Para 10.3TO and 10.3.11 due care will be taken to ensure that the facility is availed in a responsible manner and ultimately leads to extensive transfer of ICAR's IPR enabled technologies. The related guidelines may provide for suitable safeguards. The guidelines of CSIR in this regard would be suitably adapted as per ICAR requirements.
- II. While operationalising the decision making process vide para 4.6 involving three tier technology management committees at the institutes, zonal and central levels care will be taken to ensure that these bodies have the facilitators function as the prime motive. One of the members of the Central, Technology Management Committee (CTMC) will be a Vice Chancellor of SAU (by rotation). On the central committee, there would be representation from the ZTMC.
- III. Para 8.3.4. may be reformulated as under:- "As no standard formulae are available or can be provided for all ICAR technologies and situations, the ITMC at the institute level will determine the license fee and/or royalty taking into account the considerations of "what the market can bear", the cost factors and public interest issues, if any. The decision of the ITMC, based on holistic assessment and judgment will be final. If the matter has been referred to the ZTMC/ATMC, the same procedure will be followed there."
- IV. ICAR will need to make adequate allocation for training/HRD/capacity building in areas relevant to IP management and commercialization of IP enabled technologies.

The GB appreciated the need for systematic management of IPR portfolio in the changing scenario of agricultural research and technology transfer and commended the timely initiative taken by ICAR and the efforts made to strengthen its systems, processes and procedures for managing IPR related matters.

Subject to above comments the GB approved the following:

- (i) The policy framework summarized in para 5.1 to 5.14 of the agenda note.
- (ii) The guidelines for intellectual property management and transfer/commercialization of technologies as per document annexed to the agenda note.

The GB authorized the Director General to take necessary action to implement the guidelines and to make such changes therein as may become necessary to adapt to changing ground realities in the IPR regime or to address imperatives of national priorities.

The meeting ended with the vote of thanks to the Chair.

The list of members present in the meeting is given in Annexure.

**Explanation for the various heads contributing to the  
expenses of the project**

**Direct Expenses**

*Mandays cost*

The manpower charges would vary for different categories. The minimum per day rates chargeable shall be one-days' gross salary of the concerned scientist/staff, and appropriately rounded off.

In case of longer duration projects, mandays cost may be charged on the basis of effective number of days to be devoted to carry out the work.

*TA/DA cost*

Comprise payments on travel and daily allowances of the ICAR staff visiting/traveling for the work related to training, consultancy, contract research and/or contract service. However, client's hospitality, wherever available, may be accepted by the employees at their discretion. Air travel may be allowed for non-entitled staff by the Director (within the overall budget of TA/DA) on functional basis and if it is expedient to do so. The Institute should recover from the client at least the actual expenditure incurred by it on TA/DA to its staff deputed for work relating to project and ensure that the TA/DA and per diem allowances are not less than that prescribed by ICAR.

*Consumables/chemicals/glassware/raw materials /components cost*

■ Should be charged at 100% cost.

*Equipment usage costs*

The element of depreciation of assets will be taken into account while fixing charges for use of equipments etc. owned by the Institute; and charges for usage shall be based on *pro-rata* basis on an annual usage charge @ 20% of cost of equipment and installation. In case of old equipment where its cost is not readily available, the Director of the Institute could decide this component of costing.

*New equipment:* - The new equipment shall either be provided by the client at his/her cost as per the specifications given by the Institute or purchased by the Institute and charged to the client with an additional procurement and handling charges of 5% of the cost of equipment.

Any cost for repair/renovation of instruments/labs essential for executing the project use may also be included.

*Institutional charges (cost of physical inputs/services/utilities)*

The expenses are incurred towards physical inputs/services/utilities incurred by the institution for activities such as to provide infrastructure facilities (electricity, water, gas, steam etc.), bench space, building, farm and machinery, workshop; and administrative and fiscal management services etc. These may not be easily identifiable with a particular sponsored project and it may not be always possible to charge each project precisely for the costs of, for example, on-campus space used, or for each central administrative task performed. Therefore, each project can be charged a minimum fixed amount of the total cost of the project; commensurate with the activities envisaged in the project, and as advised in the individual chapters. A reduced rate of institutional charges may be agreed to provided a plausible reasoning to this effect is given.

*External payment envisaged*

Shall include actual cost towards fees for payments towards hiring outside consultants, obtaining external data/information, hiring of infrastructural facilities, etc., to supplement its expertise facilities.

*Insurance cover*

It would be pertinent to provide extra insurance cover for the scientist/staff members working in the sponsored consultancy and contract research. Appropriate financial provision for the same may be kept while working out the costs of a project.

*Contingencies*

Provide for any unforeseen expenditure likely to be incurred on the project for which no provision has been made in the cost of project. The quantum of contingency charges would vary for each project as may be mutually agreed between the Institute and the sponsor. However, estimated contingency charges up to 5% of total project costs are normal.

*Intellectual fee*

Intellectual fee reflects charges for the investment made by ICAR over the period of time, in building up and sustaining the extant level of expertise, skills, knowledge base and facilities. The amount may be offered by the external agency, or proposed by the consultant(s)/institute, or may even be mutually decided between the two parties. The amount to be charged should, therefore, be commensurate with quantum and quality of ICAR's resource inputs and also the likely benefits to be derived by the client on implementation of the project results; taking into account the opportunity cost<sup>56</sup>. There are varieties of ways' of estimating and linking the intellectual fees to project parameters, such as expenses on manpower, inputs etc. However, the intellectual fee should generally not be less than 60% of the total cost of mandays. The intellectual fee could be reduced/ waived, at the discretion of the Authority competent to approve the project for grant-in-aid projects that do not lead to generation of commercial intellectual property, or in cases where larger public sector obligations outweigh the commercial interests or it is required for competitive pricing. However, the reasons, justifying the concession should be specifically indicated in the project proposal put up for approval. The intellectual fee shall be distributable as honorarium to staff as provided in individual chapters.

*Taxes payable*

All taxes shall be charged, as applicable in Govt, of India regulations, on the date of receipt of payment and have to be adjusted/debited to the project account.

<sup>56</sup>Opportunity cost is the cost of an alternative that must be forgone in order to pursue a certain action, or the benefits the Institute could have received by taking an alternative action. It would be applicable particularly when the professional service function requires specialised nature of inputs, like expertise, raw materials, specific machinery, fixtures, apparatus, competition from similar technology from other sources, state-of-art of technology, etc. In terms of money, it is the estimated amount that can be realised by cashing upon the circumstantial/contingent aspects promoting the utilisation of the skills and expertise of the Institute by the client.

## Chapter 2

# Training Programmes

### 2.1 Introduction

Training would mean continuing professional and skill development that does not lead to award of a University degree/diploma. The ICAR institutes have infrastructure and expertise of repute that can be shared for purposes of trainings and human resource development. There is an increasing demand for such trainings from various clients in India and abroad. Training programmes would also help generate resources for the institutes.

### 2.2 Scope of Training Programmes

2.2.1 Based on assessment of the core competence in the Institute vis-a-vis the possible and anticipated demand, each Institute will prepare information brochure on the training and human resource development possibilities, within the mandate of the Institute, where there is scope for undertaking training programmes. This will be circulated widely for knowledge of the prospective clients,

2.2.2 Customized training programmes can also be designed and organized for the clients within the country and abroad; these could also include professional meeting or workshop for which the clients are willing to pay. Institutes with required infrastructure and professional skills may also jointly organize training programmes with partners from the government, non-government, private, and other sectors for clients in India and abroad. The clients will be charged for such services as per budget guidelines given in para 2.6.

2.2.3 *Calendar of training programme.* For programmes which can be decided in advance, it is desirable that the tentative dates and duration of such training programmes is finalized and circular issued in the early part of every year. The circular should be sent to all potential clients within the country and abroad.

### 2.3 Processing of Training Programme

2.3.1 The PME cell shall be the nodal agency to ensure that the proposal is in conformity with these rules and guidelines. However, functional distribution for execution of the training programmes may be done at institute level; depending upon the magnitude of the institute and capacity.

2.3.2 Proposals for training programmes are to be submitted in the proforma provided in Annexure TR-1 to the Competent Authority for approval, as provided in para 2.4. The proposals recommending a programme for international training as per sub-para 2.4.2 should be sent with full justification and details to the concerned Subject Matter Division (SMD) in ICAR Headquarters for approval by the competent authority. The SMD along with their observations should send it for approval of the competent authority through the concerned unit in International Cooperation (IC) Division,

Department of Agricultural Research and Education (DARE), who, in turn, shall process the proposal for approval of competent authority.

2.3.3 Proposals should be processed and decision taken as early as possible preferably within one month of the initiation.

## **2.4 Competent Authority to Approve Organization of Training Programme**

2.4.1 Director of the Institute shall be the competent authority to approve and organize training programmes at the Institute, its research station, or at any location in India, for Indian clientele, viz. Government or non-Government departments, universities, private organizations, farmers' associations, multinational companies registered in India, international organizations based; India, <sup>m</sup> etc., provided the issue of sensitivity to national/Councils interest is duly taken care of.

2.4.2 Training programmes organized within the country under the auspices of international organizations and under bilateral agreements between the Govt, of India/ICAR; and other country/foreign organizations and involving foreign nationals; and training programmes to be organized outside the country shall require approval from the ICAR Headquarters. After the approval of the programme, the Director of the Institute or the authorized person for the purpose shall be the executing authority for such training programme.

## **2.5 Guidelines for Organizing Training Programme**

2.5.1 Once the subject matter of the training programme has been conceived, the Programme Director i.e., the person to be authorized for execution of such training programme should be identified. The Programme Director could be Director of the Institute or any other scientist/faculty member of the Institute. If need be, the Programme Coordinator(s) could also be additionally identified to facilitate the Programme Director in execution of the training programme. The selection of Programme Director and Programme Coordinator(s) should be made keeping in view the competence and aptitude of the person in the subject matter of the training programme.

2.5.2 *Functions of Programme Director/Coordinator.* The Programme Director/Coordinator shall have the overall responsibility to conduct the programme. The responsibility shall include:

- i. Selecting suitable team of experts/trainers drawn either from the Institute where the training programme is to be conducted or from other institutions, including the non-Government and private sectors. No expert/trainer should be allocated more than five lectures/practicals.
- ii. Ensuring from each expert/trainer their responsibility to develop the specific course content pertaining to their part of the training.
- iii. Preparing a time schedule of training programme in consultation with fellow experts/ trainers.
- iv. Preparing with the help of fellow experts/trainers the assignment and evaluation papers for getting proper feedback from the trainees.
- v. Preparing a tentative budget for the training programme, as per para 2.6.
- vi. Preparing a brochure of the training programme outlining its objectives, salient features, core faculty, programme fee, eligibility conditions for admission, time and duration of the programme, medium of instruction, arrangements for boarding, lodging and transport, etc.
- vii. Selection of suitable candidates for training from amongst those who are nominated. Merit of the case shall be the sole criterion for selection.

- viii. Submission of a comprehensive proposal for approval of the competent authority.
- ix. Submission of a comprehensive report including the analysis of the feedback and action plan to address them in future, and including on finances at the end of the training programme.

2.5.3 *Proforma for nominating a candidate to training to understand the eligibility.* A proforma for nominating candidates from within India is provided as Annexure TR-2. A proforma for nominating foreign candidates is provided as Annexure TR-3.

2.5.4 *Number of trainees.* The number of trainees in a programme would be based on actual requirements. There could also be customized trainings for individuals on specific request. The Institute Director or competent authority may approve as per requirement in a case.

2.5.5 *Issue of a certificate at conclusion of training.* The performance of each trainee should be monitored by assessing his/her participation in classroom discussions, assignments, laboratory work, etc. Each trainee should receive a certificate for successful completion of the training programme.

2.5.6 *Evaluation of training by trainees.* Evaluation of the training by the trainees in respect of programme contents, practical exposure, competence of experts/trainers and knowledge gained by the trainees will be done at the end of the programme. A proforma for this purpose is provided as Annexure TR-4. The evaluation made by the trainees should be analyzed and discussed before distribution of certificates. Further action particularly to improve the next training programme as necessary should be taken on the basis of evaluation of the training programme made by the trainees. There should be occasional review of the trainees when they go back and how they got benefitted and making use of it back home.

## 2.6 Costing of Training Programme

2.6.1A tentative estimate of training costs will be prepared by the Programme Director for approval by the Institute's Director or competent authority.

2.6.2 *Costs of training programmes to be worked out case by case.* With the approval of the Director or the competent authority, the Programme Director may work out training costs case by case taking guidance from the minimum model training charges given in para 2.6.3 below. Additional costs may be proposed and incurred, for example, for pre-training research or survey costs, for programmes of longer duration or of more specialized nature, or for specialist resource persons/user groups. Where necessary, the competent authority may also approve costs towards travel, boarding and lodging of staff, trainees or resource persons as per the budget provided in the program, and not necessarily as per their entitlement. In all cases, it must be ensured that the costs cover fully all the expenses incurred by the Institute for the proposed training.

2.6.2.1 If necessary, during the programme, the Programme Director/Coordinator(s) may re- appropriate the expenditure among different operational heads, within the total overall approved budget of the programme with the concurrence of the Director.

2.6.3 *Model training charges.* The model training charges suggested for Indian and foreign clients shall be taken as indicative charges. The actual charges may depend on the duration and nature of the programme. A general guideline is that all expenditures incurred by the institution for organizing the programme must be recovered.

2.6.3.1 The accounting for and use of the institutional charges (share) shall be as per the policy guideline provided in para 1.3.17 above.

<b>Operational Head</b>	<b>For Indian clients (?)</b>	<b>For foreign clients (US\$)</b>
<b>Travel cost</b> (if provision has to be kept)		
a. Travel for trainees and resource persons	Actuals	Actuals
b. DA/per diem for trainees and resource persons	As per entitlement	As per approved rates
c. Travel costs for educational tours, study visits, etc., where applicable.	Actuals	Actuals
<b>Boarding and lodging</b>		
a. For trainees	Actuals, subject to a minimum of ? 500/trainee/day	Actuals, subject to a minimum of \$ 75/trainee/day for all foreign nationals, except in case of Asia Pacific, SAARC and other developing or least developed countries @ \$50/trainee/day
b. For outstation resource persons	Actuals	Actuals
<b>Training material (including resource material, stationery, etc.) to be provided to the trainees</b>	? 1500/trainee	Actuals subject to a minimum of \$ 150/trainee for all foreign nationals, except in case of Asia Pacific, SAARC and other developing or least developed countries @ . \$75/trainee
<b>Consumables/chemicals/glasswares/raw materials/components</b>	Actual costs	Actual costs
<b>Resource person fee/Honorarium</b>		
a. Resource persons	₹ 2500/lecture	\$ 100/lecture
b. Programme Director and Programme Coordinator (s)	? 30000/programme (in total)	\$1000/programme (in total)
c. All other Staff involved in organising the programme	? 500/trainee	\$50/trainee
<b>External payment envisaged (cost of outsourcing for transport and other services)</b>	Actual costs	Actual costs
<b>Contingencies</b>	5% of total cost	5% of total cost
<b>Institutional Charges* (Cost of physical inputs/services/utilities provided by the Institute)</b>	? 2000/trainee	\$500/trainee for all foreign nationals, except in case of Asia Pacific, SAARC and other developing or least developed countries @ \$300/trainee
<b>Service tax/any other tax</b>	Actuals on grand total	Actuals on grand total

\*As indicated or 20% of the total cost, depending upon the number of trainees and duration of the programme.

2.6.4 *Programme fee.* The programme fee should be worked out on the basis of various heads for estimates indicated as per model charges given in preceding para 2,6.3. The fee should be indicated clearly in the circular inviting nominations for the training. The programme fee is payable in respect of each trainee in advance and in any case before the commencement of training by demand draft drawn in favour of Director of the Institute, or by any other assured means of payment.

2.6.5 *Waiver of programme fee.* The trainee participants may include candidates for whom there may be appropriate justification for waiver of complete or partial fee. While the fee can be waived in case justified and approved by Director of the Institute or the competent authority, the budget should be able to reflect the source from where funds *are to* be accounted for those cases for which the fee is partially or fully waived.

2.6.5.1 In case of candidates sponsored by the Government of India/State governments, the prescribed fee and model training charges can be suitably reduced by the Competent Authority, as applicable, based on the norms of the sponsoring agency. Similarly, programme fee in the case of candidates sponsored under bilateral agreements could be mutually agreed/negotiated, if necessary, keeping in view the commitments of the ICAR/Government of India. Similar complete or partial fee waiver can be provided to participants from Asia Pacific, SAARC and other developing or least developed countries with the approval of Competent Authority.

2.6.6 *Review of model training charges.* The rates of model training charges are subject to review soon after the need for revision is appreciated.

## **2.7 Distribution of Resource person fee/Honorarium**

Distribution of amount by way of resource person fee/honorarium to Programme Director/ Coordinator(s), experts/trainers/resource persons, and supporting staff, if any, will be done by the Director of the Institute or the authorized person in the case subject to the provision of annual ceiling as given in Chapter 1 para .3.19. It may be mentioned that ICAR employees may be eligible for such amounts only to the extent of specific provision in the sanctioned proposal. On completion of the programme, Institutional Income may be accounted for and used as given in Chapter 1 para.3.17.

## **2.8 Feedback to ICAR Headquarters**

Upon completion of a training programme, the Programme Director/Coordinator shall submit a report to the PME cell that will keep a complete record of the training programmes conducted. Information on the training completed shall be furnished to the ICAR Headquarters as and when asked for in the proforma provided as Annexure TR-5. It should contain, besides other detail, the analysis of feedback from trainees and the plan to improve the training programmes in future on the basis of feedback.

Annexure TR-1

**Proforma for Submission of Proposal on Training Programme**

1. Title of the training programme: \_\_\_\_\_
2. Institute where the training programme will be conducted: \_\_\_\_\_
3. Objectives (attach a separate sheet if required): \_\_\_\_\_
4. Time Schedule (attach a copy of programme schedule): Dates From \_\_\_\_\_ to \_\_\_\_\_
5. Name and address of sponsoring/collaborating agency: \_\_\_\_\_
6. Status of sponsoring/collaborating agency:  
 Indian: Central Government/Government Undertaking/State Government/Private organisation/NGO/other (specify): \_\_\_\_\_  
 Foreign: U.N agency/CGIAR Institute/Private Organisation/other International Agency (specify): \_\_\_\_\_
7. Additional information on foreign sponsoring/collaborating agency (attach a separate sheet if required):
  - a) Genesis of the proposal:
  - b) Details of past collaborations, if any, by the collaborator/sponsor with the applicant Institute/other ICAR institutes/other Indian institution(s), whatever is known:
  - c) Justification/need for foreign sponsorship/collaboration and likely benefits (scientific, economic, societal, strategic etc.) for the Institute/ICAR/India:
  - d) Foreign support/collaboration (details): Financial support/Equipment support/Technical support/any other:
8. Programme Director for training (attach a brief CV indicating credentials in the content area(s) and/or training capabilities, in case programme is sponsored by foreign agency)  
 Name & Designation:  
 Address for correspondence:  
 Telephone/Email:
9. Programme coordinator for training programme (attach a brief CV indicating credentials in the content area(s) and/or training capabilities, in case programme is sponsored by foreign agency)  
 Name & Designation:  
 Address for correspondence:  
 Telephone/Email:
10. Resource persons for the training programme with their qualifications and justifications (attach list).
11. Whether the required facilities and equipments for conducting the training programme are available with the Institution. Yes/No
12. Any additional equipments/infrastructural facilities, if any, required for implementation of the training programme. Give their approximate cost and justification for inclusion in the costs.
13. Number of participants:
14. Nationality of participants: Indian/Foreign (Please give nos./details)

15. In case of foreign participants, has the required approval of MEA been taken (enclose the detailed application forms of the participants as given in Annexure TR-3):
16. Proposed budget for the training programme giving break-up for different operational heads as given below:

Operational Head	Approximate expenditure
<b>Travel cost</b> (if provision has to be kept)	
a. Travel for trainees and resource persons	
b. DA/per diem for trainees and resource persons	
c. Travel costs for educational tours, study visits, etc., where applicable.	
<b>Boarding and lodging</b>	
a. For trainees	
b. For outstation resource persons	
<b>Training material (including resource material, stationery, etc.) to be provided to trainees</b>	
<b>Consumables/chemicals/glasswares/raw materials/components</b>	
<b>Resource person fee / Honorarium</b>	
a. Resource persons	
b. Programme Director and Programme Coordinator (s)	
c. Other Staff	
<b>External payment envisaged (cost of outsourcing for transport and other services)</b>	
<b>Contingencies</b>	
<b>Institutional Charges (Cost of physical inputs/services/ utilities provided by the institute)</b>	
<b>Service tax/any other tax</b>	

17. Whether a written Agreement has been entered into with the sponsoring agency incorporating the essential elements as indicated in Chapter I para 1.3.3.

(Signature)

Programme Coordinator/Director

(To be forwarded by Head of Division, in institutes where applicable)

18. Recommendation of PME cell:

Certified that the proposal is in conformity with the ICAR rules and guidelines.

Any other comment:

Date:

(Signature) I/c, PME cell

Approval of the Director of the Institute:

Date:

(Signature) Director of the Institute

The training programmes organized under the auspices of international organizations or under bilateral agreements between the Govt, of India/ICAR and other country/organizations and involving foreign nationals within the country; and those to be organized outside the country, require approval of the Director General, ICAR. These shall be submitted to concerned Subject Matter Division (SMD) in ICAR Headquarters along with endorsement and specific recommendations of Director of the Institute that the proposal is clear from technical/administrative/security/sensitivity angles.

(Signature) Director of the Institute

The SMD along with their observations should send it for approval of the competent authority through the concerned unit in International Cooperation (IC) Division, Department of Agricultural Research and Education (DARE), who, in turn, shall process the proposal for approval of the competent authority.

**Proforma for Nominating a Candidate for  
Training from within India**

1. Title of the Training Programme:
2. Name and address of the sponsoring Institute:
3. Name and address of the nominee:
  - a. Name:
  - b. Designation:
  - c. Postal address:
  - d. Phone:
  - e. Email:
  - f. Fax:
  - g. Mobile:
4. Date of birth:
5. Educational qualifications:
6. Experience:
7. Particulars of Programme fee remitted:
  - a. No. and date of draft:
  - b. Name of the Bank on which draft is drawn:
  - c. Amount:
8. Nominating authority:

Affix Applicant's Photograph
------------------------------------

Name and Signature of the nominating authority/  
any other person authorized on his/her behalf

**Proforma for Nominating a Foreign Candidate  
for Training**

1. Title of the Training Programme:
2. Name of the host Institute:
3. Name and address of the nominee:  
Name:  
Postal address:  
Phone:                      Fax:                      Email:
4. Address for contact in case of emergency:  
Name:  
Postal address:  
Phone:                      Fax:                      Email:
5. Date of birth:
6. Age:     \_\_\_ years
7. Gender: M/F
8. Nationality:
9. Passport Details: Issuing Authority;  
Passport No.:  
Valid up to (dd/mm/yyyy):
10. Marital status:
11. Present Post held:
12. Educational qualifications (High School onwards):
13. Work experience (in reverse order-starting with the present employment):
14. Proficiency in English (Please evaluate yourself by writing 'excellent', 'good' or 'fair')  
Reading:                      Writing:                      Speaking:
15. Sponsoring agency:  
a. Name and address:  
b. Status: U.N agency/CGIAR Institute /Private Organisation/ or other International Agency (specify)
16. Utility of the training in your work .....
17. Whether sponsored for any other training programme in India in the past: Yes/No (if yes, Tull details thereof)
18. Whether the candidate has been in India in the past: Yes/No (if yes, full details thereof, including purpose of visit, full address of the place of stay, and period of stay at each place)
19. Financial arrangements:  
Or  
I will pay all expenses myself.
20. Details of course registration fee remittance .....
21. Insurance .....

Affix Applicant's Photograph
------------------------------------

I understand that the organizers do not accept any responsibility for risks such as loss of life, accidents, illness, loss of property, theft, etc.

Date

Signature of the candidate

**Statement by the Employer**

(a) I, the undersigned, being authorized to supply the following particulars, herewith certify that Mr./Miss/Mrs/Dr. ....is employed by my organization and has been nominated to attend the course.

(b) I consider the training to be important for the applicant’s work and our organization because of the following reasons:

Date

Signature and official stamp

Name of person signing,

Position .....

Name of Organization....

**Medical Record**

Name:

Age ..... Sex ..... Height ..... Weight .....

(i) In case having history of illness or other disorders during the last five years, please describe treatment given and present condition of health.

(ii) List any abnormalities indicated in the chest x-ray .....

(iii) Candidate’s normal blood pressure .....

(iv) Is the fellow free from infectious disease (AIDS, tuberculosis, trachoma, skin disease etc.?)

(v) Describe the fellow’s overall health condition (including remarks of the examining physician)

Name and address of clinic .....

Name of Physician .....

Date: .....

Note: This certificate may be provided by any registered medical practitioner.

### Evaluation of Training Programme by the Participants

Title of the Training Programme: Duration:

Please tick (/) in appropriate column:

	Excellent	Very Good	Good	Fair	Poor
1. Programme Content					
2. Major Instructors					
3. Programme in General					
4. Relevance to your needs					
5. Participant's opinion (encircle the appropriate code) Coding: AS (Agree Strongly), A (Agree), D (Disagree), DS (Disagree Strongly)					
i) It was a veiy good educational experience.		AS	A	D	DS
ii) I would like to take another programme presented this way.		AS	A	D	DS
iii) The material covered was worthwhile.		AS	A	D	DS
iv) The faculty demonstrated a thorough knowledge of the subject matter.		AS	A	D	DS
v) Training material supplied was quite interesting and useful.		AS	A	D	DS
vi) The exercise sessions were organized veiy well.		AS	A	D	DS
vii) Not much was gained by participation in this programme.		AS	A	D	DS

6. Have your expectations of the programme been met? What have you achieved significantly during the programme? How would you rate the overall learning experience of the programme?
7. Do you feel that the duration of the programme should be lengthened or shortened? By how many days?
8. Any suggestions on the programme content? Name the topics, if any, that you would like to be included.
9. Opinions about boarding and lodging facilities.
10. What in your opinion are the weak points which need further improvement?
11. Any other additional comments you would like to make.

Signature

Name

**Reporting Proforma for Training Programmes**

1. Title of Training Programme:
2. National/International:
3. Duration:
4. Number of Trainees:
5. Whether certificates have been provided to the successful candidates: Yes/No
6. Whether feedback has been taken from the candidates and plan to make use of it for improving the training programmes in future (enclose a brief note on the suggestions for improvement):
7. Total programme fee accrued:
8. Expenditure:

Operational Head	Expenditure	
	Provision	Actual
<b>Travel cost</b>		
a. Travel for trainees and resource persons		
b. DA/per diem for trainees and resource persons		
c. Travel costs for educational tours, study visits, etc., where applicable.		
<b>Boarding and lodging</b>		
a. For trainees		
b. For outstation resource persons		
<b>Training material (including resource material, stationery, etc.) to be provided to the trainees</b>		
<b>Consumables/chemicals/glasswares/raw materials/components</b>		
<b>Resource person fee/Honorarium</b>		
a. Resource persons		
b. Programme Director and Programme Coordinator (s)		
c. Other Staff		
<b>External payment envisaged (cost of outsourcing for transport and other services)</b>		
<b>Contingencies</b>		
<b>Institutional Charges (Cost of physical inputs/ services/utilities provided by the Institute)</b>		
<b>Service tax/any other tax</b>		
<b>TOTAL</b>		

9. Amount accumulated as institutional income (as per Chapter 1 para 1.3.17):

Other savings:

Total: \_\_\_\_\_

Amount accredited to Institute (70%): \_\_\_\_\_

Amount accredited to ICAR Hqrs (30%): \_\_\_\_\_

Programme Director/Programme Coordinator  
(Signature)

Countersigned  
PME cell I/c

## Chapter 3

# Consultancy Services

### 3.1 Introduction

With increasing importance of agriculture in national and international trade, new opportunities have opened up for effective and efficient transfer of knowledge, skills and technologies to the end- users. The changed times are more encouraging and rewarding than before for our scientists and staff. New opportunities can be more enriching for research and development work in terms of both, application of expertise as well as revenue generation to the individual and institutions. It is felt that interactive processes through consultancy services for external agencies shall further: i) enhance research and education capability, ii) improve core competencies, work efficiency and environment; and iii) augment visibility of our professional strengths. Ultimately, much-needed actual realization of knowledge, skills and technologies at the user level will happen at an accelerated pace.

### 3.2 Scope of Consultancy Services

3.2.1 Consultancy shall mean professional services rendered to external agencies in terms of scientific, technical, engineering or other professional advice/assistance based on the expert knowledge and skill available in the ICAR system. All consultancy sendees in ICAR shall be institutional and shall be in the area of expertise of the individual(s) and shall preferably be in the thrust areas of ICAR.

3.2.2 Consultancy services can *inter alia* include:

- i. preparation of literature/survey/feasibility studies/state of art project/technology forecasting/ evaluation reports;
- ii. interpretation of test results and data, advising on risks and hazards or similar skilled advice;
- iii. advisory tasks in preparation, evaluation and implementation of a project;
- iv. advisory tasks in design engineering related to agriculture and allied sciences;
- v. assistance in management of biotic and abiotic stress issues and other problems;
- vi. technical advice even in the form of one time assistance to help in trouble shooting or problem solving, mainly advisory in nature, including pilot plant/up-scaling trials for technology validation and commercialisation.

3.2.3 Consulting is envisaged as an activity which entails assistance to an external organisation in finding a solution to specific scientific/technical/managerial problem(s) or performing a task for it in return for pecuniary consideration in whatever form. A consultancy project, however, is to be distinguished from a research project. The competent authority for approving the consultancy shall have the powers to decide whether a particular assignment is a consultancy or contract research. Any technical work requiring research and development activity to be undertaken by the Institute and requiring substantial use of institutional infrastructure and time of the staff shall be taken up as contract research rather than consultancy.

3.2.4 Inclusion of scientists and staff in their official capacity in boards/committees/bodies of

national/government/public sector institutions within the country or such similar routine deputation abroad are not considered as consultancy services for this purpose.

### 3.3 Processing of the Consultancy Services

3.3.1 *Understanding the proposal for selection of the leader and team of consultants.* Consultancy assignments involve high level skill, work efficiency, and scientific and systems approach, and contributes to image building of the institute/system. Therefore, decision on selection of the personnel should be made on the basis of the nature of work involved and capability of particular persons, and not on the basis of hierarchy. At the same time, total work in hand with an individual is also to be considered. Thus, a fair distribution of consultancy work should be ensured so that it is not confined to a few and specific individuals. The client may approach either the expert concerned directly, or the Director of the Institute or the ITMU or the PME cell, who can direct the client to the potential expert in the Institute. The consultancy project should be evolved through mutual discussion between the client and the expert(s). The proposal can then be mutually prepared.

3.3.2 *Outlines of work and terms of reference in the consultancy proposals to be completed.* After a decision has been taken to accept the consultancy by particular person(s), it would be necessary to consider whether the outlines of work and terms of reference suggested by the client describe adequately and clearly the level of information desired and the facilities needed. In case it is considered that outlines of work and terms of reference are not likely to give the desired level of information, appropriate modifications and alterations should be proposed and made in the very beginning. The procedures and programmes to be followed should be mutually agreed upon.

3.3.3 *Limitation to consultancy by an individual.* An individual scientist/staff will not be allowed to accept consultancy for a total period exceeding 50 days in a calendar year while on duty on the roll of the ICAR. If in an individual case, the total period of consultancy in a year exceeds 50 days, approval of the Director General, ICAR shall be necessary. Such proposals for relaxation shall be considered on merit.

3.3.4 *Leave requirement for undertaking consultancy.* In each case of consultancy, the question whether leave of the kind due or extraordinary leave has to be taken and granted shall be critically examined in the Institute. In case the consultancy work requires significant absence from normal duties of the individual, the leave has to be applied for by the individual. All cases of consultancy offers over and above the limit of 50 days in a year shall require prior approval of the leave of the kind due or extraordinary leave.

3.3.5 The PME cell in the institutes will be the facilitating agency for consultancy proposals for approval by the competent authority as given in para 3.4 below. The PME cell shall process and keep record of the consultancy-services with respect to the Institute. It shall ensure that the proposal is in conformity with these rules and guidelines, and submit the proposal to the competent authority for approval in the proforma prescribed in Annexure CS-1. Consultancies with UN/CGIAR bodies or other similar bodies can be settled/approved only through letters instead of proforma details. In cases of inter-institutional proposals and involving IPR issues, any one institute can be identified as the main Institute for processing of the case. In cases of offers to scientists/staff at ICAR Headquarters, the concerned Subject Matter Division shall process the proposal.

3.3.6 In case of proposals requiring approval of ICAR Headquarters, it shall be sent to the concerned SMD in ICAR Headquarters. Depending upon the nature of the proposal, the SMDs can directly take approval of the competent authority, or forward it to the concerned unit in International Cooperation (IC) Division of Department of Agricultural Research and Education (DARE), who in turn, shall process the proposal for approval of the competent authority.

3.3.7 Proposals should be processed and decision taken as early as possible, preferably within one month of the initiation.

### 3.4 Competent Authority to Approve Consultancy

- i. Proposals with national agencies upto ^ 50 lakhs- Director of the Institute
- ii. Proposals with national agencies beyond ? 50 lakhs and up to < 2.5 crore - Director of the deemed university Institute or concerned Deputy Director General
- iii. Proposals involving foreign agencies, multinational companies, and proposals involving an outlay exceeding ? 2.5 crore - Director General, ICAR

3.4.1 If the work envisages a bilateral agreement involving a particular foreign country or UN agency or CGIAR institute or other international organisation, it needs to be clearly mentioned and approval taken accordingly. To avoid any complications that may arise in case of projects being executed with a foreign country, the Union Ministry of External Affairs may have to be consulted or intimated in advance.

### 3.5 Costing of Consultancy Project

3.5.1 The costs for consultancy projects shall be worked out after taking into account expenses connected with the consultancy proposal, intellectual fees, and any other costs specific to the proposal, including mandatory taxes (such as service tax) as applicable which shall be paid by the client. The client may offer a lump-sum payment as the project/consultancy cost.

3.5.2 The expenses related to a consultancy proposal shall consider all operational expenses (such as TA/DA) and any other Direct Costs or any other cost specific to the project if applicable; intellectual fee and service tax<sup>17</sup>.

3.5.3 The amount of Intellectual fee component will be fixed by the individual scientist/Director of the Institute, in consultation with PME cell/ITMU, depending on quantum and quality of assignment. The minimum charges should ideally be equal to the charges for man-days, except in case of consultancy offered against open tenders, where the intellectual fee could be decided by the competent authority keeping in view the potential competition.

### 3.6 Sharing of Intellectual Fees

3.6.1 Before the sharing of intellectual fees, it should, however, be ensured that all expenses incurred in connection with the consultancy project are recovered first as given in Chapter 1 para 1.3.17. Thereafter, the intellectual fees including such fees received in the form of honorarium/ consultancy fees/consultancy charges etc., shall be shared, subject to the provision of annual ceiling in para 1.3.19, as per details given below.

Item	Share
Consultant(s)	70%
Institutional income	30%

<sup>17</sup> Detailed explanation on the various heads contributing to the expenses of the project may be seen in Appendix IV.

3.6.2 This amount would not include travel charges, per diem charges, incidental charges or hospitality offered by the client to the consultant(s) directly. The consultant(s) charges (70% as above) shall be divided among the overall consultant team as deemed appropriate, considering the role of team members constituting the consultant team. The decision shall rest with the main consultant, but would require approval of the Director of the Institute. The PME cell shall facilitate the process as recommending body for sharing of intellectual fees.

### **3.7 Feedback to ICAR Headquarters**

The consultancy shall be deemed to have completed only when the obligation(s) envisaged in the proposed project are fulfilled and the entire amount of consultancy fees due from the client group is received. Information on consultancy projects completed shall be furnished in the ICAR Headquarters as and when asked in the proforma provided as Annexure CS-2.



12. Sponsoring agency:
    - a. Name and address:
    - b. Status:  
 Indian: Central Government/Government Undertaking/State Government/Private organisation/NGO/other (specify) \_\_\_\_\_  
 Foreign: U.N agency/CGIAR Institute/Private Organisation/or other International Agency (specify) \_\_\_\_\_
  13. Activities of sponsor in brief:
  - 13 (a). Additional information *in* case of foreign sponsoring/collaborating agency:
    - i. Details of past collaborations, if any, by the collaborator/sponsor with the applicant Institute/other ICAR institutes/other Indian institution(s), whatever is known
    - ii. Details, if any, available on R&D projects of sensitive nature and concerned with national security, taken up and/or funded by the sponsor/collaborator in the past in its own country or any other country, whatever is known
    - iii. Genesis of the project
    - iv. Foreign support/collaboration (details):
    - v. Financial support (Rs. & Foreign Exchange)
    - vi. Any other support
    - vii. Justification/need and likely benefits (scientific, economic, societal, strategic etc.)
  14. Does the project involve?
    - a. Referring to or sourcing of strategic/sensitive material/information. Yes/No
    - b. Transfer of biological material(s) to the collaborator/sponsor. Yes/No
    - c. Use of genetically modified organisms. Yes/No
    - d. Use of environmentally or otherwise hazardous material(s). Yes/No
    - e. Use of radioactive materials. Yes/No
    - f. Field surveys/trials/proving/collection/testing (give location). Yes/No
    - g. Ethical issues in conduct of the project. Yes/No

If answer to any of the points from (a) to (g) is 'yes', the consultant to give undertaking to abide by relevant and extant ICAR/national regulations and guidelines on the subject.
  15. Total outlay of the project:  
 (Provide break-up for different Operational Heads as given below)
    1. Direct Expenses (including TA/DA cost); if any:
    2. Intellectual fee:
    3. Any other cost specific to the project if any:
    4. Service tax:
  16. Schedule of payment of fees (indicate amount of each instalment, due date of payment and bank guarantees)
  17. Intellectual fees payable to the consultant(s), a brief of calculations with reasons:
  18. Whether Intellectual Property Rights issues are involved in the consultancy project. If yes, are they in conformity with ICAR's IPMTT/C Guidelines; if not, the variation be indicated and explained with justification for approval of the competent authority.
  19. Whether a written communication/Agreement indicating the Terms of Reference has been received from the external agency as indicated in Chapter 1 para 1.3. If yes, enclose a copy along with comments; if no, provide justification.
- Certified that the overall institutional/organisational or national interests do not suffer in any way

with the acceptance of the consultancy project.

(Signature)  
Consultant(s)

(To be forwarded by Head of Division, in institutes where applicable)

Recommendation of PME cell:

1. Certified that the proposal has been considered as per procedure and is found to be in conformity with the ICAR rules and guidelines.
2. It has been examined and ensured that:
  - i. the acceptance of the project is befitting the academic status of the Institute. Yes/No
  - ii. the amount of all charges and intellectual fee offered is commensurate with fees chargeable as per costing guidelines. Yes/No
  - iii. the return to the Council/Institute is commensurate with the potential and likely gains to the client as a result of transfer of in-house knowledge, skill or technology. Yes/No
  - iv. the project would contribute to the knowledge and professional competence in the Institute. Yes/No
  - v. In case(s) the answer to any of the questions from i to iv is 'no', please provide justification.
3. Any other comment:

(Signature)  
PME cell I/c

*In cases where Director is the competent authority for Approval*

Approval of the Director of Institute:

(Signature) Director of the  
Institute

*In cases where Deputy Director General or Director General, ICAR is the Competent Authority for Approval\**

Such proposals shall be submitted to concerned Subject Matter Division (SMD) in ICAR Headquarters along with the following endorsement and specific recommendations of Director of the Institute that;

The project does not involve any national security and/or sensitivity angles, either proximately or remotely, now or in the foreseeable future.

or

The project involves issues of national security and/or sensitivity (specify) and due diligence has been exercised in the Institute and measures (specify) put in place to adequately safeguard the security and sensitivity issues.

(Signature) Director of the  
Institute

- \*In case of projects with foreign agencies, the SMD along with their observations should send it for approval of the competent authority through the concerned unit in International Cooperation (IC) Division, Department of Agricultural Research and Education (DARE), who, in turn, shall process the proposal for approval of the competent authority.



## Chapter 4

# Contract Research

### 4.1 Introduction

Contract research comprises all research activities undertaken through specific contractual agreements with external agencies for the purpose. Contract research may be taken for advancement of science and resource generation. In specific cases, contract research projects may also be undertaken for development, refinement or dissemination of knowledge, skills and technologies. All such research projects would normally be undertaken within the framework of mandated areas of the Institute and should produce results in terms of new knowledge, skills or technologies; and *not* merely the research papers. The contracting party could be government departments, public or private sector autonomous organization/companies, international organizations/institutions, Indian/foreign universities etc.; and should be entering into such relationships for mutual short- or long-term benefits.

### 4.2 Scope of Contract Research

4.2.1 Contract research may be undertaken in the ICAR system *inter alia* for the following purposes:

- i. Development and/or evaluation of the technology/process/product including economic and techno-feasibility evaluation of new crop and animal germplasm, farming practices and conservation, utilization and management of natural resources.
- i i. Refinement and up-gradation of new package of practices, pilot plant development, marketing/ policy research etc.
- iii. Social science research for report preparation, improvement in technology transfer or agriculture extension.
- iv. Preparatory research work with the objective of development and formulation of detailed project proposals wherein perceptible and significant use of ICAR/Institute facilities in terms of computation and/or other infrastructure are required.
- v. Futuristic basic, strategic and applied research.
- vi. Environmental impact of processes, products, technologies and their sustainability.

It should be ensured that contract research project is different and distinct from contract service kind of work as explained in the chapter on contract service in para 5.1.

4.2.2 *Kinds of contract research.* The contract research will cover the following types of projects:

*Sponsored projects'* These projects would be fully funded by the client with specified objectives, and well-defined expected project outputs/results. Such projects may be multi-client also, with more than one sponsor sharing the project funding and research results.

*Collaborative projects:* Collaborative projects would involve partial/full funding by the client, or may be supplemented by provision of inputs, such as, expert manpower, production/fabrication of

product in bulk for testing/trials, infrastructural facilities, etc. Such projects may be for up-scaling/improving of laboratory level knowhow, variety development and evaluation, technology/product/process development, etc. Like sponsored projects, the collaborative projects will also have well-defined project outputs/results.

*Grant-in-aid projects:* These projects would involve grant by way of financial inputs, either in full or in part; and assistance in kind, e.g., equipments, training etc., to supplement the institutional efforts in ongoing or new research projects or for creating new capabilities/facilities. Such projects would normally be undertaken for supporting strategic or exploratory research, or for maintaining large/nationally important research and development programmes, or developing infrastructural facilities. The funds for grants would generally be sought from government departments/organisations or international organisations. However, well-established industrial and business houses may also provide such grant-in-aid.

### 4.3 Processing of Contract Research

4.3.1 *Staff component* The staff component for each project shall be identified by the PME cell and approved by the Director of the Institute. While assigning the contract research to a staff member, cognizance shall be taken of his/her work load, qualifications, and experience vis-a-vis the specific requirements of the contract research project.

4.3.2 In cases of contract research that involves preparatory research work with a view to deciding first whether or not to enter into an agreement for detailed contract research project, it may be necessary to enter into a confidentiality agreement. However, even in such cases of the preparatory work of smaller magnitude, nominal -charges keeping in view the costs likely to be incurred by the Institute have to be specified and received.

4.3.3 On receipt of a proposal from a client for contract research, the PME cell and its associated mechanism shall ensure that the proposal is in conformity with the rules and guidelines, and shall then submit the same along with recommendations to the competent authority in the proforma prescribed in Annexure CR-1. The competent authority may be the Director of the Institute or it may require approval of ICAR Headquarters as given in para 4.4. In cases of international collaboration, the proposal shall be sent through the concerned Subject Matter Division (SMD) to the concerned unit in International Cooperation (IC) Division of DARE, who, in turn, shall process the proposal for approval of the competent authority. In the event of approval of the proposal, the contracting party will be asked for signing of an Agreement/Memorandum of Understanding (MoU). The Director of the Institute and the designated officer of the contracting party may be the authorized signatories to contracts/agreements in cases where Director is the competent authority for approval of the project. The Senior Administrative Officer/Senior Finance & Accounts Officer of the Institute shall countersign the contract to confirm that all essential requirements have been complied with. For the multi-institute projects, the signatories shall be the Director of the concerned institutes or designated officers of these institutes as given in Chapter 1 para 1.3.4.9.

4.3.4 The PME cell shall also ensure that the IPR issues in the contract research proposal are in conformity with the ICAR Guidelines for Intellectual Property Management and Technology Transfer/Commercialization. A copy of the Joint IP Management Plan (JIPMP) shall be appended to the project proposal document and submitted to ICAR/DARE for information/concurrence.<sup>18</sup>

<sup>18</sup> For a sample on developing a JIPMP, please refer *Annexure 8* of the ICAR Guidelines for Intellectual Property Management and Technology Transfer/Commercialization, which provides the essential elements for development of such a plan.

4.3.5 *Duration of Project.* The duration of contract research project may vary from case to case basis. However, the maximum limit would be 5 years at a time.

4.3.6 *Monitoring.* The contract research project shall be regularly monitored as given below.

- i. The PME cell or a person nominated for this purpose, the Principal Investigator/Project Leader of the contract research project, and, may be, one representative of the contracting party, would be responsible for monitoring and reviewing the progress of the project at suitable intervals depending on the duration of the project, and shall apply mid-term corrections wherever necessary.
- ii. For long-term projects (3 years or more), the above monitoring group may meet annually. For short-term projects, the group would meet at least thrice during the tenure of the project- at the start, mid-term and at completion of the project.
- iii. The Project Leader/Principal Investigator will submit reports on progress of work at the end of every 6 months and final report at conclusion of the project. For a project of less than 6 months duration, there would be only one report, in case the reports are classified/confidential, these should be duly notified and further publicized as soon as these are declared declassified.
- iv. On completion of the project, the Institute may have to demonstrate the knowledge, information, or technology generated to the authorized representative of the contracting party, as per the terms and conditions settled in advance in the agreement/MoU. On completion of this requirement, both parties shall sign a certificate to that effect.
- v. The project shall be deemed to have been successfully completed on submission of the final report (and demonstration of knowledge/information/technology) by the Institute. Monitoring group will be responsible to monitor the progress, and not fix criteria of successful completion of the project, based on the criterion incorporated in advance while signing MoU/Agreement.
- vi. Provision can be made to maintain separate accounts of contract research projects, which shall be monitored and cleared at regular intervals by Finance & Accounts Officer of the Institute.
- vii. In case of any dispute, the decision of the Director/Institute Management Committee/ Director General, ICAR (as the case may be) will be final and binding on both the parties. In specific cases, the matter may have to be resolved through arbitration as specifically outlined in the Agreement/MoU.

#### **4.4 Competent Authority to Approve Contract Research**

The appropriate competent authority before which project proposals will be placed for approval will be as under:

- i. Proposals with national agencies upto ₹ 50 lakhs- Director of the Institute
- ii. Proposals with national agencies beyond ₹ 50 lakhs and up to ₹ 2.5 crore - Director of the deemed university Institute or concerned Deputy Director General
- iii. Proposals involving foreign agencies, multinational companies, and proposals involving an outlay exceeding ₹ 2.5 crore - Director General, ICAR

4.4.1 If the work envisages a bilateral agreement involving a particular foreign country or UN agency or CGIAR institute or other international organisation, it needs to be clearly mentioned and approval taken accordingly. To avoid any complications that may arise in case of projects being executed with a foreign country, the Union Ministry of External Affairs may have to be consulted or intimated in advance.

## 4.5 Costing of Contract Research

4.5.1 The expenses related to the project shall be generally attributed to the following heads of expenditure<sup>19</sup>.

- i. Direct Expenses
  - a) Mandays cost
  - b) TA/DA cost
  - c) Consumables/chemicals/glasswares/raw materials /components.
  - d) Equipment usage costs *Existing equipment New equipment*
  - e) Institutional charges (minimum 20% of the cost of the project)
  - f) External payment envisaged
  - g) Insurance cost
  - h) Contingencies (minimum 5% of the cost of the project)
- ii. Intellectual fee: (atleast 60% of cost of mandays deployed)
- iii. Any other cost specific to the project
- iv. Service tax

4.5.2 In case of Grant-in-aid projects or Collaborative projects (see para 4.2.2), proposals may have to be submitted by the *scientists* to attract funding as Competitive Grant by Governments and other funding agencies. In such cases, the costing can be done by including the components for which grant is envisaged. However, it may be appropriate to account for and record estimated expenditure towards mandays costs, equipment usage costs etc. as contribution in kind by the institute.

## 4.6 Sharing of Intellectual Fee

4.6.1 The distributable amount shall be the intellectual fee, after accounting for all direct and indirect expenses for the activities, as given in Chapter 1 para 1.3.17, whichever is less. The distribution pattern shall be as follows:

Participating Scientists (i.e., Director, Scientist who give scientific, intellectual input to the project); S&T and other staff (technical, supporting and administrative staff) of the project	80%
Remaining staff of the Institute	10%
Institutional Income	10%

4.6.2 Sharing of such amounts shall also be subject to the provision of annual ceiling in para 1.3.19.

<sup>19</sup>Detailed explanation on the various heads contributing to the expenses of the project may be seen in Appendix IV.

4.6.3 In case of Grant-in-aid projects or Collaborative projects where contribution by ICAR has been made in kind and no Intellectual fee has been charged, there shall be no sharing of benefits; however, savings under various heads, if any, shall be accounted for as Institutional Income.

#### **4.7 Feedback to ICAR Headquarters**

The contract research shall be deemed to have been completed when the obligations as mentioned in the agreement/MoU are fulfilled and the entire amount of the contract research charges due from the external agency are received. Information on contract research projects shall be furnished to the ICAR Headquarters as and when asked for in the proforma provided for as Annexure CR-2.

*An flexure CR-1*

**Proforma for Submitting Externally Funded  
Contract Research Proposals**

1. Name of the Institute:
2. Title of the proposed Project:
3. Specify the nature of the proposal:
  - a) Sponsored project; b) Collaborative project; c) Grant-in-aid project
4. State whether the subject falls within the mandate of the Institute, may also explain:
5. Objectives of the Project:
6. Brief description of the benefits to be accrued from the project, both in terms of productivity and scientific knowledge:
7. Sponsoring/collaborating/funding (in case of grant- in-aid project) agency:
  - a. Name and address:
  - b. Status:  
 Indian: Central Government/Government Undertaking/State Government/Private organisation/NGO/other (specify) \_\_\_\_\_  
 Foreign: U.N agency/CGIAR Institute/Private Organisation/or other International Agency (specify) \_\_\_\_\_
8. Activities of collaborator/sponsor/funding agency in brief:
- 8(1). Additional information on foreign sponsoring/collaborating/funding agency:
  - a) Details of previous research projects with sponsor/collaborating/funding agency, if any, with the applicant Institute/other ICAR institutes/other Indian institution(s), whatever is known;
  - b) Details if any, available on R&D projects of sensitive nature and concerned with national security, taken up and/or funded by the sponsor/collaborator in the past in its own country or any other country, whatever is known;
  - c) Genesis to the origin of the project;
  - d) Foreign support/collaboration (details):
    - i. Financial support (Rs. & Foreign Exchange)
    - ii. Equipment support
    - iii. Technical support
    - iv. Manpower training/exchange (Indian/foreign)
    - v. Data/Information support
    - vi. Does the project require visits, if any, by the personnel of foreign collaborator/ sponsor to India; if so, the places/institutions to be visited and likely duration
    - vii. Miscellaneous/others
    - viii. Justification/need for foreign sponsorship/collaboration and likely benefits (scientific, economic, societal, strategic etc.) for the Institute/ICAR/India
9. Name and address of the Principal Investigator undertaking the project:
 

Name:

Postal address:

Phone: Fax: Email:
10. Institute's manpower committed to the project (names and work allotted in man-months)

Scientific:.....

Technical: .....

Administrative: .....

Supporting: .....

11. Total outlay of the project:

(Provide break-up for different Operational Heads as per details given below)

1. Direct Expenses:

- a) Mandays cost
- b) TA/DA cost
- c) Consumables/chemicals/glasswares/raw materials/components
- d) Equipment usage costs *Existing equipment New equipment*
- e) Institutional charges
- f) External payment envisaged
- g) Insurance cost
- h) Contingencies [minimum (or upto) 5% of the cost of the project]

2. Intellectual fee:

3. Any other cost specific to the project:

4. Service tax:

12. Schedule of payment of fees (indicate amount of each instalment, due date of payment and bank guarantees)

13. Total budgetary contribution committed by the Institute

14. Whether the physical or other infrastructural facilities required for carrying out the project are available at the Institute? If not, could it be procured easily and cost is accounted for. Yes/ No

15. Does the project involve?

- a) Referring to or sourcing of strategic/sensitive material/information. Yes/No
- b) Transfer of biological material(s) to the collaborator/sponsor. Yes/No
- c) Use of genetically modified organisms. Yes/No
- d) Use of environmentally or otherwise hazardous material(s). Yes/No
- e) Use of radioactivity materials. Yes/No
- f) Field suiveys/trials/proving/collection/testing (give location). Yes/No
- g) Ethical issues in conduct of the project. Yes/No

If answer to any of the points from (a) to (g) is 'yes'<sup>5</sup>, the Principal Investigator to give undertaking to abide by relevant and extant ICAR/national regulations and guidelines on the subject.

16. Intellectual fees charged in the project:

17. Whether Intellectual Property Rights issues are involved in the contract research project. If yes, are they in conformity with ICAR's IPMTT/C Guidelines; if not, the variation be indicated and explained with justification for approval of the competent authority.

18. Whether a written Agreement has been entered into with the sponsoring agency incorporating the essential elements as indicated in the policy framework of the ICAR's rules and guidelines. If yes, enclose a copy of the Agreement; if no, provide justification.

Certified that the overall institutional/organisational or national interests do not suffer in any way with the acceptance of the contract research project.

(Signature) Principal

Investigator

(To be forwarded by Head of Division, in institutes where applicable)

Recommendation of PME cell:

1. Certified that the PME cell considered the proposal, got it examined, and found it in conformity with the ICAR rules and guidelines.
2. It has been examined and ensured that:
  - i. the acceptance of the project is befitting the academic status of the Institute. Yes/No
  - ii. the amount of all charges and intellectual fee offered is commensurate with fees chargeable as per costing guidelines. Yes/No
  - iii. the return to the Council/Institute is commensurate with the potential and likely gains to the client as a result of transfer of in-house knowledge, skill or technology. Yes/No
  - iv. the project would contribute to the knowledge and professional competence in the Institute. Yes/No

In case(s) the answer to any of the questions from i to iv is 'no', please provide justification.

3. Any other comment:

(Signature) PME  
cell I/c

*In cases where Director is the competent authority for Approval* Approval of the Director of  
Institute:

(Signature) Director of the  
Institute

*In cases where Deputy Director General or Director General, ICAR is the Competent Authority for Approval\**

Such proposals shall be submitted to concerned Subject Matter Division (SMD) in ICAR Headquarters along with the following endorsement and specific recommendations of Director of the Institute that;

The project does not involve any national security and/or sensitivity angles either proximately or remotely now or in the foreseeable future.

or

The project involves issues of national security and/or sensitivity (specify) and due diligence has been exercised in the Institute and measures (specify) put in place to adequately safeguard the security and sensitivity issues.

(Signature) Director of the  
Institute

‘In case of projects with foreign agencies, the SMD along with their observations should send it for approval of the competent authority through the concerned unit in International Cooperation (IC) Division, Department of Agricultural Research and Education (DARE), who, in turn, shall process the proposal for approval of the competent authority.

“Proforma has to be used in projects where the approvals are to be taken from ICAR Hqrs. In case of projects where Director is the Competent Authority, Institute may use this or devise its own proforma.”



project):

11. Has the benefit sharing been done as per the proposal and following the ICAR rules and guidelines? If there is any deviation, provide details with justification.
12. Amount accumulated as institutional income (as per 1.3.17 of ICAR Rules and Guidelines for Professional Service Functions): Total: \_\_\_\_\_  
Amount accredited as institute income:  
Amount accredited to ICAR headquarters:

Certified that the project has been completed as per the Agreement with the client and all issues relating to IPR have been addressed as per the ICAR rules and guidelines.

Principal Investigator (Signature) Countersigned  
PME cell I/c

Approval of the Director of Institute:(Signature)  
Director of the Institute

## Chapter 5

# Contract Service

### 5.1 Introduction

Contract Service would mean services rendered to the external organisations/clients/customers, or assistance of minor nature based on available knowledge, expertise, skills and facilities of the Institute; these would involve service activities such as routine laboratory testing where the results are provided as such without further processing or interpreting the data; and would not require any technical advice. In cases where any technical advice is to be rendered or data are to be analyzed and interpreted, such services by the Institute will be covered under contract research or consultancy, as the case may be. The main purpose of minor/routine contract services is to showcase the strengths of our institutes for general public benefits, thereby providing support to the external agencies in mandated areas of the Institute or its centre(s). In turn, there may be some income generation as well.

### 5.2 Scope of Contract Service

5.2.1 Contract service may include various kinds of routine services, some of which are enumerated below.

- i. Testing and analysis of samples of soil, water, fertilizer, food, feed, produce, farm tools, implements, etc.
- ii. Testing of agrochemicals and microbial formulations.
- iii. Quarantine services, referral diagnosis for diseases/pests, pregnancy in animals.
- iv. Identification of biological specimen, natural and cultural techniques.
- v. Making customized feed/prophylactic/therapeutic formulations.
- vi. Fabricating analytical and field equipment.
- vii. Certification/quality testing for seed (including e.g. fish seed); planting materials (including e.g. cell and tissue cultures), semen, other products, etc.
- viii. Renting of tools, instruments and equipments.
- ix. Testing/validation of protocols for genetically modified organisms (GMOs).
- x. Forensic analysis e.g. DNA analysis of animals/plants/microbes.
- xi. Field demonstration of technologies and products, if for a business/commercial proposition.
- xii. Multiplication and supply of germplasm, seed, other products viz., planting material, starter cultures, frozen semen, fish seed spawn, artificial insemination services etc<sup>20</sup>.

<sup>20</sup>This is included to continue honouring the earlier established practices under already sanctioned programmes, of the Revolving Fund scheme, wherein up to 10% of the net profits is allowed for benefit sharing among the actual workers. For benefit sharing w.r.t IPR-enabled products and processes, genetic stocks/biological materials registered with the Bureaus in ICAR, and other registered products with other statutory regulatory authorities of Government of India; the ICAR Guidelines for 'Intellectual Property Management and Technology Transfer/Commercialization' shall apply, when these products are transferred through licensing/commercialisation; as an activity distinct from already existing and continuing public sector activities.

- xiii. Synthesis of organic molecules, viz. pesticides, raw materials and intermediates, etc.
- xiv. Making new formulations of pesticides and drugs.

5.2.2 The above listing is illustrative only of sanctioned programmes; and other services, as deemed fit, may be added, in accordance with demand of the external agency/client and as per the capability/mandate of the Institute or its centre(s).

### **5.3 Processing of Contract Service**

5.3.1 Based on assessment of the core competence in the Institute vis-a-vis the possible and anticipated demand, the PME cell in the Institute will prepare information brochure on the activities, within the mandate of the Institute, where there is scope for undertaking contract service. This will be circulated widely for knowledge of the prospective clients.

5.3.2 No formal contractual arrangements are needed to be concluded with the client. However, the scope and objectives of the service requested by the external agency should be clearly specified and Institute's obligations in the contract service to be rendered clearly stated through proper/ appropriate documents (e.g. letters, joint declaration, etc.).

5.3.3 *Disclaimer.* The contract sendee activity undertaken should be under proper disclaimer and appropriately indemnify the Institute. For example, any document/report/material supplied should clearly specify precautionary statements like the following:

- i. Limitations of testing equipments/procedures available in the laboratory
- ii. Disclaimer on responsibility of the Institute for non-conformance of products/instruments/ results given in the certificate and
- iii. Testing based on samples supplied only.

### **5.4 Competent Authority to Approve the Contract Service Proposal**

5.4.1 Director of the Institute shall be the competent authority to approve the proposal at the Institute, research station/centre under him, or at any location in India, for Indian clientele, viz. Government or non-Government departments, universities, private organizations, farmers' associations, multinational companies registered in India, etc. If service is required to be rendered by two Institutes, the approval of both the Directors would be necessary.

5.4.2 In case of contract service proposal involving foreign agencies, multinational companies and multi-institutional agencies, approval of Director General, ICAR would be essential. After such approval of the programme, the Director of the Institute shall be the competent authority for execution of the proposal. The Director of the Institute shall approve all jobs undertaken under contract service and charges thereto.

### **5.5 Costing of Contract Service**

5.5.1 The fee structure for routine contract services may be worked out and fixed on sample basis. The costing may include expenses towards manpower and contractual staff if employed, physical services, utilities, raw materials/consumable components, equipment usage and any other out-of pocket expense. The quantum of intellectual fee shall be at the discretion of the Director of the Institute considering the value of service, nature and the paying capacity of the clients. A general guideline is that all expenditures incurred by the Institute are fully covered in determining the contract service charges/fees. The total charges for an assignment shall include an additional component for payment of Service tax

which should be charged separately as applicable on the date of receipt of payment.

5.5.2 *Announcing the charges for contract services and review.* The indicative charges for various contract services by the Institute should also be published for information of the clients. In case the same contract sendee is provided by more than one ICAR Institute, it may be appropriate to keep same charges/fees. The institutes must review and revise the rates or fees as soon as the need is appreciated.

5.5.3 *Terms of Payment* The Institute should preferably receive the entire service charges as advance. In the alternative, it may ask for a minimum of 50% of the total charges; and the client may pay the balance 50% at the time of receipt of report/results/contract service. In cases of contractual services for Government Departments/Agenies and public sector enterprises, advance payment may not be insisted.

## 5.6 Sharing of Income from Contract Service

5.6.1 The distributable amount shall be maximum 10% of the contract service fee or net surplus, after accounting for all direct and indirect expenses for the activities, as given in Chapter 1 para 1.3.17, whichever is less. The distribution pattern shall be as follows:

Participating Scientists ( i.e., Director, Scientist who give scientific, intellectual input to the project); S&T and other staff (technical, supporting and administrative staff) of the project	80%
Remaining staff of the Institute	10%
Institutional Income	10%

5.6.2 Sharing of such amounts shall also be subject to the provision of annual ceiling in para 1.3.19, provided also that whenever the mandate of the Institute is to undertake testing etc., say as an identified referral laboratory, the benefit will not be shared amongst the individuals in the Institute even with the fee chargeable to the outside agency, and such amounts will be treated as ICAR Income.

## 5.7 Feedback to ICAR Headquarters

The PME cell shall keep a record of the contract services rendered by the Institute and information shall be furnished to the ICAR Headquarters as and when asked for in the proforma provided for as Annexure CSR-1.

Annexure CSR-1

**Reporting Proforma for Contract Service**

1. Name of the Institute:
2. Period of reporting:
3. Details of Contract Service provided:

Type of Service	Number of Clients/Status*	Samples tested (no.)	Total Money Received (?)

\* Status:

Indian: Central Government/Government Undertaking/State Government/Private organisation/NGO/other specify) \_\_\_\_\_

Foreign: U.N agency/CGIAR Institute/Private Organisation/or other International Agency (specify)\_\_\_\_\_

4. Has the benefit sharing been done as per the proposal and following the ICAR rules and guidelines? If there is any deviation, provide details with justification.
5. Amount accumulated as institutional income (as per 1.3.17 of ICAR Rules and Guidelines for Professional Service Functions):

Total: \_\_\_\_\_

Amount accredited as institute income:

Amount accredited to ICAR headquarters:

Certified that the contract service(s) have been provided to the satisfaction of the client.

Contract Service I/c  
(Signature)

Countersigned PME  
Cell I/c