



VISVA-BHARATI
Academic & Research

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Subject: Visva-Bharati Rules and Guidelines for Contract Research/ Company Trials.

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Enclosed herewith the Visva-Bharati Rules and Guidelines for Contract Research/Company Trials to be undertaken in Visva-Bharati.

This is for your kind information and taking necessary action.

Joint Registrar 
(Academic & Research)
Visva-Bharati

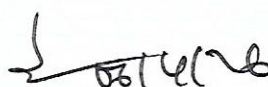
Copy to:

1. All Directors/Principals of the Bhavanas/Vibhaga, VB
2. All Heads of the Departments/Centres/Sadana/Units/Offices, VB
3. C.S to Vice-Chancellor, VB
4. Section Officer, Registrar's Office, VB
5. University Webmaster: *Request you to kindly upload it in the University Website*

Visva-Bharati Rules and Guidelines for Contract Research/Company Trials

A. Contract Research/Company Trial may be undertaken in the Visva-Bharati *interalia* for the following purposes:

- Development and/or evaluation of the technology/product including economic and techno-feasibility evaluation of new crop varieties and animal germplasm *etc.*
- It is now well recognized that along with the Research Institutes and Universities, the private sector too has a role in improving productivity in the agriculture sector, including livestock and fisheries and human welfare. In the University there has been no prohibition or ban on conduct of tests for, say, hybrids or agrochemical molecules or vaccines, *etc.* produced by the private sector, as any improvement in any of the inputs or technologies would ultimately contribute to well-being of humans. Besides, testing by University/Institutions also strengthens the overall regulatory regime in the country.
- Visva-Bharati 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.
- Contract Research/Company Trial comprises all research/trials undertaken through specific contractual agreements with external agencies for the purpose. Contract Research/Company Trial may be taken for advancement of science and resource generation. All such trials shall normally be undertaken within the framework of mandated areas of the Institute/University which are likely to contribute to the existing and/or new knowledge or technologies.
- These rules and guidelines for conducting Contract Research/Testing Trials/Company Trials shall provide the desired framework for a simple, implementable mechanism at the Visva-Bharati.
- Elements of guideline/ framework are followed by some general rules that shall guide in developing relationships with external agencies.
- Thus, within the 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 the activities.

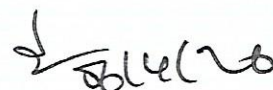


- In addition, the monitoring and reporting mechanisms for better visibility of the Visva-Bharati system are also provided.
- These rules and guidelines shall be applicable with effect from time indicated in the office order and the Vice-Chancellor shall be the competent authority to approve any necessary changes/initiatives in the larger interest of Visva-Bharati and shall have power to settle any dispute / doubt relating to these guidelines.
- The specific tasks, obligations and conditions with respect to the above mentioned activities, including estimates and payment of costs, shall be decided by mutual agreement on a case-to-case basis or under the framework of common outline of costs.
- The issue of standardization of procedure and the testing fee regime, in handling of such tests in the Visva-Bharati, is the subject-matter of this guideline. In this regard, the following general guidelines are proposed:
 1. Testing on behalf of private entities cannot and should not be at the expense of the mandatory academic activities, and their timelines, of the Visva-Bharati. Therefore, prior permission of the competent authority is essential before conducting such a trial or testing by any department and/or any Institute of the Visva-Bharati.
 2. In the process of seeking prior approval, the Head of the department shall have to give a certificate that the work of testing, *etc.* being undertaken shall not interfere with the Institute's regular teaching and associated other activities. In other words, conducting any testing on behalf of any non-government entity, without the prior permission of the concerned authority would be irregular.
 3. Any particular testing that any department of the Institute shall take up requires strict compliance with the national laws, especially those concerning bio-safety.

B. Key Elements of Guidelines/ Policy Framework

a. General Principles of guidelines/policy framework

1. The company trials shall not be considered as Research Projects.
2. Approach/contact of the testing agency to University: The concerned industries who are interested to test their products shall officially contact the Adhyaksha (Principal) of the concerned Institute (Bhavana).



3. Adhyaksha of the Bhavana shall forward the proposal to the Head (HoD) of the concerned department considering the domain and area of specialization.
4. The HoD shall scrutinize the proposal and work out the feasibility of allocating the trial to a faculty of the department as Principal Investigator (PI) considering the nature of the work and the required expertise of the faculty. Co-Principal Investigator (Co-PI), if required, may be from the same department or other department.
5. While allocating trial, the limit per faculty as Principal Investigator should be usually one, and to the maximum extent of two at a time, with proper justification. While assigning the trials to a faculty member due cognizance shall be taken of his/her existing research project(s), specialization, workload, qualifications and experience *vis-a-vis* the specific requirements of the proposed testing trial, monetary benefits likely to be accrued from the trial *etc.* The Adhyaksha and/or HoD shall ensure that Company trials are fairly distributed among the eligible faculty members and that it is not confined to specific individuals/ groups/levels of faculty.
6. In case provision has been kept to engage contractual staff, including Research Associates/Senior Research Fellows, Technical Assistant, Field Assistance *etc.* necessary approval from the competent authority shall be required to appoint them as per existing rules of Visva-Bharati/Government of India.
7. Development of agreements: Along with the proposal of conducting testing trial at Visva-Bharati, there shall be one paragraph in the form of agreement. All Company trials conducted for external agencies shall be institutional and the contractual obligations shall be that of Visva-Bharati. The Agreements with clients shall be executed and approved by the competent authority of Visva-Bharati along with the final proposal and not by an individual or the executing team. Agreements with external agencies shall be made in writing beforehand along with the final proposal.
8. Scope and areas of agreement: While finalizing an Agreement it shall be ensured that the external agency (contracting party) entering the contract is competent to do so and the activity proposed in the contract is permitted under the business of that external 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 fulfill obligations under the contract should be



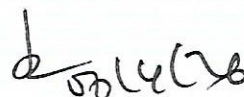
ascertained in advance. The obligations of the parties entering into the agreement should be clearly spelt out and responsibilities fixed.

8.1 Period of agreement and modification or termination procedure shall provide how long the agreement will last and under what circumstances or notice the agreement may be modified/ terminated. The duration of the each trial shall be for two years and may be extended for one more year only. In no case the trials should be extended and continued for more than three years under same proposal and same trial title. Fresh proposal should be placed for each new testing. Proposal should be specific for particular product - not many products will be continuously tested under the same broad title.

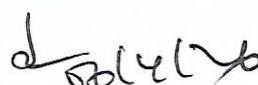
8.2 There shall be provision of Arbitration Section to establish how disputes will be handled, and how the parties wish to have the agreement interpreted and adjudicated. It should explain the procedure and mechanisms that would be used, should a dispute arise. In specific cases, Visva-Bharati can also be open to mediation and reconciliation. Decision to appoint an arbitrator and of the mode of arbitration will normally be as per provision of the Visva-Bharati. The disputes shall be preferably resolved through the arbitration mode under the Indian laws and regulations.

8.3 Signatories on behalf of Visva-Barati shall be the Competent Authority for approving the said proposal. However, Visva-Bharati 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.

9. The concerned faculty who has been allocated the trial will function as PI of the trial along with Co-PI, if any. The PI will prepare the proposal of testing trial as per prescribed outline or format including outline of budget *etc.* and other details for further processing of the company trials for approval in the university through respective HoD and Adhyaksha of the Bhavana.



10. After getting approval from the competent authority the contact person of the industry shall be communicated along with a copy of the approved proposal and agreement and shall be asked for payment of the fees as per the approved budget proposal.
 11. Details (layout) of the information on ongoing testing trial shall be maintained/available at the respective Department as ready reckoner so as to generate complete information of testing trials at any point of time with a consolidated copy at the beginning of a year to the office of the Adhyaksha.
 12. There shall be limit of the total number of testing trials at a time in the institute considering the provision and available facilities with priorities to UG, PG, and PhD research work and Govt. sponsored research projects in the institute, in that order.
 13. Payment terms: Preferably, 100% of the fees should be paid by the client or client groups at the time of commencement of the trial. However, in specific cases, the schedule of payment could be negotiated/changed depending upon mutually agreed conditions between the parties.
 14. Reporting: A copy of the completion report, including both physical and financial aspects, for all company trials undertaken by the Institute, shall be retained with the HoD with a copy to the Adhyaksha and the Joint/Deputy Registrar (Academic & Research) for the purposes of record.
- b. **Monitoring:** The company trials shall be regularly monitored as given below:
- i. The Adhyaksha (or his nominee), concerned HoD, the Principal Investigator and Co-PI (if any) of the Company trial, and, may be, one representative of the contracting party, and the Joint/Deputy Registrar (Academic & Research) shall be responsible for monitoring and reviewing the progress of the trial at suitable intervals depending on the duration of the trial, and shall apply mid-term corrections wherever necessary.
 - ii. The above monitoring team shall meet annually. For short-term trials, the team shall meet at least twice during the tenure of the trial- any time during implementation, and on completion of the trial.



iii. The trial shall be deemed to have been successfully completed on submission of the final report by the Institute. Monitoring group will be responsible to monitor the progress.

iv. In case of any dispute, the decision of the Vice-Chancellor shall be final and binding on both the parties.

c. Costing of Contract Research/Company Trials

The expenses related to the trial shall be generally attributed to the following heads of expenditure:

- a) Mandays cost
- b) TA/DA cost (if any)
- c) Consumables/chemicals/glasswares/raw materials *etc.*
- d) Equipment usage costs - Existing equipment /New equipment
- e) Supply and Services
- f) Contingencies (minimum 5% of the cost of the trial)
- g) Farm Management expenses (minimum 5% of the cost of the trial)
- h) GST cost
- i) Institutional/Overhead charges (30% of the cost of the trial)

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C. Proforma for Submitting Contract Research/Company Trial Proposals

1. Name of the Department and Institute:
2. Title of the proposed Testing Trial:
3. Specify the nature of the proposal:
 - a) Testing Trials
4. State whether the subject falls within the mandate of the Institute(explain in one paragraph):
5. Objectives of the Testing Trial:
6. Brief description of the benefits to be accrued from the trial, both in terms of productivity and scientific knowledge:

Methodology:

Crop:

Season:

Type: For example-Testing for foliar spray ofproducts

Products:

Technical programmes:

Treatment combinations:

Replications : Design: Plot size: Total number of plots :

Locations :

Observations to be recorded (All standard characters be recorded):

- a) Genesis to the origin of the trial:

7. Activities of collaborator/sponsor/funding agency in brief:

8. Name and address of the Principal Investigator undertaking the trial:

Name:

Postal address:

Phone: Fax: Email:

9. Total outlay of the trial:

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

- a) Mandays cost
- b) TA/DA cost (if any)
- c) Consumables/chemicals/glasswares/raw materials *etc.*
- d) Equipment usage costs - Existing equipment /New equipment

- e) Supply and Services
- f) Contingencies (minimum 5% of the cost of the trial)
- g) Farm Management expenses (minimum 5% of the cost of the trial)
- h) GST cost
- i) Institutional/Overhead charges (30% of the cost of the trial)

10. Total budgetary contribution committed by the Institute: NIL

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

12. Does the trial 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 surveys/trials/proving/collection/testing (give location). Yes/No
- g) Ethical issues in conduct of the trial. Yes/No

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

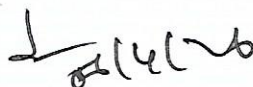
13. Whether a written Agreement in the proposal has been entered into with the sponsoring agency incorporating the essential elements as indicated in the guidelines? If yes, enclose a copy of the same; if no, provide justification.

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

Co-Principal Investigator (if any) Principal Investigator
(Signature)(Signature)

Recommendation of DQAC:

1. Certified that the DQAC considered the proposal, got it examined and found it in conformity with the Visva-Bharati rules and guidelines.
2. It has been examined and ensured that:



- i. The acceptance of the trial shall benefit the academic status of the Institute/University.
Yes/NO
 - ii. The amount of all charges and overhead charge offered is commensurate with fees chargeable as per costing guidelines. Yes/NO
 - iii. The return to the Visva-Bharati 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 trial shall contribute to the knowledge and professional competence in the Institute.
Yes/NO
 - v. In case the answer to any of the questions from i to iv is 'no', please provide justification.
3. Any other comment:

(Signature)
Chairman, DQAC

(To be forwarded by Head of the Department and Adhyaksha of the Institute)

We hereby accept the proposal and fully agree on the terms and condition for trial laid down in this document.

Signature and seal of authorized person on behalf of the Company

Approval of the Registrar, Visva-Bharati:

(Signature)
Registrar, Visva-Bharati

[Handwritten signature]

D. Proforma for Reporting Completed Contract Research/Company Trials

1. Name of the Department and Institute:
2. Title of the proposed Company Trial (including brief description of the trial):
3. Name and address of the Principal Investigator who has undertaken the trial:

Name:

Postal address:

Phone:

Fax:

Email:

4. Sponsoring agency:

a. Name and address:

b. Status:

Indian: Private/NGO/other (specify) _____

5. Duration of the trial (give specific dates and period):

6. Date of completion of testing trial:

7. Total outlay of the trial:

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

- a) Mandays cost
- b) TA/DA cost (if any)
- c) Consumables/chemicals/glasswares/raw materials *etc.*
- d) Equipment usage costs.- Existing equipment /New equipment
- e) Supply and Services
- f) Contingencies (minimum 5% of the cost of the trial)
- g) Farm Management expenses (minimum 5% of the cost of the trial)
- h) GST cost
- i) Institutional/Overhead charges (30% of the cost of the trial)

(Provide details with justification if there is any deviation from the proposed cost estimates)

Certified that the trial has been completed as per the Agreement with the company/client and all issues relating to IPR have been addressed as per the university rules and guidelines.

Co-Principal Investigator (if any) Principal Investigator

(Signature)(Signature)

Countersignature:

Head of the Department

Adhyaksha of the Institute

