

# **DIRECTORATE OF RESEARCH, LUVAS, HISAR**

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**Dated 18.08.2023**

## **Guidelines for undertaking research with private companies/firms or product trial of firms**

### **Preamble**

Research & Development activities is an integral part of the education system, particularly in higher education where it is primarily carried out at postgraduate level (Master's and Ph.D.). The Public Private Partnership (PPP) Guidelines for Research, Innovations, and Commercialization at the Lala Lajpat Rai University of Veterinary and Animal Sciences (LUVAS) are established with the objective of fostering a collaborative ecosystem to promote research and development, facilitate knowledge transfer and capacity building, and drive innovations at the university. These guidelines seek to establish a framework that encourages meaningful partnerships between LUVAS and private entities, harnessing their expertise, resources, and industry insights to accelerate the transformation of knowledge into tangible solutions that address societal challenges in the field of veterinary and animal sciences.

Recognizing the importance of bridging the gap between academia and industry, LUVAS acknowledges that fruitful collaboration between the public and private sectors can significantly enhance the impact and sustainability of research and innovation efforts. By forging strategic alliances with private entities, LUVAS aims to leverage their market knowledge, infrastructure, funding capabilities, and technological advancements, while also offering its academic expertise, intellectual capital, and research capabilities. Such synergistic collaborations are expected to create a mutually beneficial environment that facilitates the exchange of ideas, accelerates the translation of research findings into practical applications, and fosters a culture of entrepreneurship and commercialization.

These guidelines uphold the principles of transparency, accountability, and fairness in all stages of the PPP process. They outline a systematic approach to identify, establish, and manage partnerships, ensuring that the interests of all stakeholders, including LUVAS, the private sector, researchers, and the broader community, are safeguarded. Additionally, the guidelines emphasize the need to protect intellectual property rights, promote ethical practices, and adhere to regulatory frameworks and standards governing research and commercialization activities.

Through these guidelines, LUVAS seeks to create an enabling environment that nurtures innovation, facilitates technology transfer, and fosters entrepreneurship among its faculty, researchers, and students. By encouraging collaborative research projects, joint funding initiatives, and shared infrastructure, LUVAS aims to enhance its research capabilities, improve the quality of its academic programs, and contribute to the economic and social development of the region and beyond.

The establishment of such an administrative framework and guidelines will provide a comprehensive framework for conducting collaborative and sponsored research at LUVAS. Adhering to these guidelines will enhance the quality, impact, and sustainability of research projects and nurture valuable partnerships within and beyond the university.

## Definitions

**“university”** means Lala Lajpat Rai University of Veterinary and Animal Sciences (LUVAS)

**“sponsored project”** means a project fully supported by the client. Such initiatives could involve several clients, with multiple sponsors sharing the costs of the project and the findings of the research.

**“collaborative project”** Collaborative projects would may or may not be funded by the third parties.

**“client”** includes all third parties involved in sponsored project.

**“collaborators”** includes all the third parties involved in a collaborative research/project.

**“project review committee”** means the committee appointed by the competent authority for the purpose of taking decision on collaborative and sponsored projects.

**“competent authority”** shall mean the Director/Dean, LUVAS.

**“guidelines”** means LUVAS guidelines for promoting research, innovations, and commercialization as a part of Public Private Partnership.

**“invention”** means a new product or process involving an inventive step and capable of industrial application.

**“inventor”** means the person responsible for the invention or creating a technological know-how.

**“Intellectual property”** Intellectual property (IP) refers to creations of the mind, such as inventions; literary and artistic works; designs; and symbols, names, and images used in commerce, typically including but not restricted to the Patent, Trademark, Copyrights and Related Rights, Geographical Indications, Trade Secret, Plant Varieties, Industrial Designs, Semiconductor Integrated Circuit Layout Designs, Technological know-how and the like.

**“patent”** means a patent for any invention granted under The Patent Act 1970

**“patented article”** and **“patented process”** means respectively an article or process in respect of which a patent is in force

**“patentee”** means the person for the time being entered on the register as the grantee or proprietor of the patent

**“inventive step”** means a feature of an invention that involves technical advance as compared to the existing knowledge or having economic significance or both and that makes the invention not obvious to a person skilled in the art

**"invention"** means a new product or process involving an inventive step and capable of industrial application

**"new invention"** means any invention or technology which has not been anticipated by publication in any document or used in the country or elsewhere in the world before the date of filing of patent application with complete specification, i.e., the subject matter has not fallen in public domain or that it does not form part of the state of the art

### **Scope of R&D and Trials**

Research/product trials undertaken in the University system inter-alia in collaboration with or sponsored by the privately owned companies/other organization

LUVAS has identified a few areas of activities, within its mandate, where the scope for the research projects is as follows:

- a. Product, process, and technology development in emerging areas related to veterinary and dairy sciences.
- b. Development, validation and/or evaluation of the technology/process/product including economic and techno-feasibility evaluation of new product/chemical/ and animal germplasm.
- c. Development, validation and/or evaluation of different farming /husbandry/feeding practices.
- d. Development, validation and/or evaluation of different natural resources along with conservation, utilization and management.
- e. Refinement and up-gradation of new packages/available products/practices, pilot plant development, marketing.
- f. Social Sciences research for improvement in technology transfer or extension.
- g. Environmental impact of processes, products, technologies and their sustainability.
- h. Futuristic basic, strategic and applied research in the areas of Veterinary, Animal Science and Dairy Science and Technology.
- i. Any other research work with the objective of development and formulation of detailed project proposals, wherein perceptible and significant use of LUVAS facilities in terms of computation and/or other infrastructure are required.

### **Mode of receiving proposals**

The project proposal may come through two routes:

- a) **Collaborator directly approaching the competent authority:** In this case a meeting will be called by the Director Research with the HOD(s) of the department(s) to which the research

proposal belong(s). Based on the discussions, it will be decided whether the work will be done by one department or it involves more than one department. A faculty member, as determined by the HOD/Collaborator, will work as Principal Investigator (PI)/Co-PI, Co-Investigators). The proposed Project will be considered in respective Departmental Advisory Committee (DAC) and then will be submitted to the Directorate of Research for further action.

- b) **Collaborator directly approaching the faculty member:** The faculty member herein referred to as the PI will discuss with the HOD and Director Research. The PI may add CoPI/Co-Investigators as per the requirement of the proposal. The proposed Project will be considered in respective DAC and then will be submitted to the Directorate of Research for further action. Choice of adding faculty members as Co-PI/Co-Investigator may lie with the PI in consultation with HOD/Director Research.

### **Submission Procedure**

The Project Review Committee (PRC) of the University after scrutiny of the project proposal will recommend it to the Director Research, LUVAS for forwarding of the project to the funding agency. The following documents must be supplied to the PRC for future reference following the sponsoring agency's acceptance of the project proposal.

- i. Details of Submitted Project Proposals (Annexure 1)
- ii. Self-Declaration on Status of Projects
- iii. The letter of intent by the collaborator for proposed project
- iv. Undertaking

### **Research Project Selection and Alignment**

The project review committee (PRC) will evaluate potential proposals, collaborators based on their expertise, resources, and commitment to the research project's objectives. PRC will clearly define the objectives received from respective departments through DAC, scope of projects undertaken by the LUVAS, expected outcomes of the research project ensuring alignment with LUVAS's research priorities and strategic goals. Primarily the research project can be undertaken under the purview of current guidelines as:

- a. Sponsored Projects: The project scope is limited to product testing and validation. No intellectual inputs are to be shared among the contracting parties.
- b. Collaborative Projects: The project can be undertaken as per the scope mentioned under "Scope of R&D" and trials under the policy. The IPR will be shared among the contracting parties.

### **Legal and Ethical Considerations**

This section establishes requirement of legal agreements, such as Memorandum of Understanding (MoU) or research contracts, to outline the rights, responsibilities, and obligations

of all parties involved in PPP. It ensures compliance with regulations, ethical guidelines, and research integrity standards throughout the project duration.

### **NDA (Non Disclosure/Confidentiality Agreement)**

Parties involved in any Public Private Partnership (PPP) at Lala Lajpat Rai University of Veterinary and Animal Sciences (LUVAS) shall recognize the importance of protecting confidential information. A Non-Disclosure/Confidentiality Agreement (NDA) will be signed between the parties involved before any exchange of proprietary or sensitive information takes place. The NDA ensures that all confidential information shared during the partnership remains strictly confidential and is used solely for the purpose of the partnership. The NDA will outline the obligations and responsibilities of the parties involved in maintaining confidentiality, as well as the consequences of breaching the agreement.

**A Memorandum of Understanding (MOU)** will be signed between LUVAS and the private entity involved in the PPP. The MOU serves as a formal agreement outlining the scope, objectives, roles, and responsibilities of each party in the partnership. It defines the terms and conditions under which the collaboration will take place, including resource commitments, funding arrangements, intellectual property rights, and decision-making processes. The MOU also outlines the expected outcomes and deliverables of the partnership, along with any performance indicators or milestones to be achieved.

### **Animal Ethics (wherever applicable)**

LUVAS recognizes the importance of upholding high ethical standards in all research, innovation, and commercialization activities involving animals and will ensure any PPP involving animal research or experimentation must be strictly adhered to relevant applicable local, national, and international regulations, guidelines, and ethical clearances/frameworks.

### **Resource Allocation and Financial Management:**

The information determines the financial and non-financial contributions of each partner, including funding, equipment, facilities, human resources, and develops a transparent financial management plan, clearly outlining the allocation and utilization of funds, cost-sharing mechanisms, and reporting requirements irrespective of the funds allocated under a collaborative research, sponsored research, and research project supported by the external funding agencies.

- i. As soon as the Funding Agency issues the sanction letter, it should be immediately conveyed to the Finance Branch of the University together with information about the amount sanctioned under various budget heads, the duration of the Project, and other terms and conditions. In addition, the PI must give the Finance Branch a copy of each sanction letter as well as any change to the sanction letter or release of funds as soon as they are received.

- ii. The PI must submit the Project Initiation statement to the competent authority.
- iii. The project will officially begin on the date of receipt of the first instalment of grant, or on the date that the collaborator specifies.
- iv. For the purpose of carrying out project-related purchases, the purchase procedure of the University will be followed.
- v. The collaborator can also buy the items/equipment required for the project and then these can be transferred to the University.

#### **Costing of product/ formulation trial/validation**

- i. The collaborator must submit the details of the trial fee, cost of the experiment and overhead charges on recurring contingencies.
- ii. The collaborator will be required to pay Rs. 1 lakh as trial fee for a product trial, if the total cost of the experiment to be undertaken in the University is less than Rs 25 lakhs and/or is of 6 months duration or less.
- iii. The collaborator will be required to pay Rs. 2 lakh as trial fee for a product trial, if the total cost of the experiment to be undertaken in the University, is more than Rs 25 lakhs and upto Rs 50 lakhs and/or is of 6 months to one-year duration.
- iv. The collaborator will be required to pay Rs. 3 lakh as trial fee, if the total cost of the experiment to be undertaken in the University, is more than Rs 50 lakhs and/or is of more than one-year duration.
- v. Other expenses related to the project shall be generally attributed to the following heads:
  - a. Outsourcing work
  - b. Manpower
  - c. TA/DA cost
  - d. Consumables
  - e. Equipment costs (if applicable)
  - f. Repairing or maintenance of existing equipment
  - g. Insurance cost, depending upon the category of the product to be tested
  - h. Overhead charges (minimum 10% of the recurring cost of the project/ as per university norms)
  - i. Publication charges (may be shared by agency/client and institution)
  - j. Any other cost specific to the project

## **Costing of collaborative research**

- i. The agencies/ private companies/client will be required to provide details of cost of experiment and overhead charges on recurring contingencies if any. No institution cost will be levied on the private company when any research work is done in collaboration with LUVAS.
- ii. The project expenses shall be generally attributed to the following heads of Expenditure:
  - a. Outsourcing
  - b. Manpower
  - c. TA/DA cost
  - d. Consumables
  - e. Equipment usage costs (if applicable)
  - f. Repairing or maintenance of existing equipment
  - g. Overhead charges (10% of the recurring cost of project/or as per University norms)
  - h. Publication charges (may be shared by agency/client and institution)
  - i. Any other cost specific to the project

## **Intellectual Property (IP) Ownership and Management**

Establish guidelines for the ownership, protection, and exploitation of intellectual property arising from the research project, ensuring fair and equitable distribution of rights and benefits. Develop an IP management plan that addresses IP ownership, licensing, commercialization, confidentiality, and publication rights.

### **i. Sponsored Research**

- a. In case of sponsored research, the scope of work will be restricted to testing, validations, and trials only. LUVAS is not supposed to provide intellectual inputs leading to IP generation. LUVAS will not have any right in the existing IPR/background IP of the sponsor.
- b. In case where new IP is generated out of the sponsored research, both LUVAS and Sponsor will have equal rights to the new IP generated out of the intellectual inputs from university's faculty/scientist/employee.
- c. Licensing and commercialization of IPR/technology knowhow/product/patent will be executed after consent of both parties as per University guidelines. Both LUVAS and the

collaborator will jointly take steps for commercial exploitation of the patent in India and elsewhere on such terms and conditions as may be mutually agreed to.

- d. The decision, whether or not an intellectual property right is obtained, shall be that of the Director Research LUVAS, which shall be final and binding on the sponsors.

## **ii. Collaborative Research**

- a. If the outcome of a collaborative research leads to IPRs generation, both the collaborative parties will have equal rights to the generated IPRs unless otherwise specified in a written agreement/MoU.
- b. University will be the Assignee/Applicant/Owner of any intellectual property conceived, filed, and reduced to practice by its employees, students, project staff, supporting personnel.

**Explanation:** In case of a patent generated out of the research work of a faculty/scientist/employee of the university, in the patent filing, LUVAS will be the applicant/assignee and the faculty/scientist/employee will be the inventor. Further, in case IP/technology knowhow is commercialized, the monetary benefits sharing will be done as per the university rule (70:30 for LUVAS Faculty inventor : LUVAS)

- c. The Collaborator will remain the owner of any intellectual property conceived, discovered and reduced to practice on date before signing the collaborative research agreement by the Collaborator's staff, students, project personnel, supporting staff, or visitors ("Individual Inventions").
- d. Both University and Collaborator will own equal share (unless specified in a mutual agreement) of any intellectual property reduced to practice by at least one of its employees, students, project personnel, or supporting staff, free from any liability to the other parties ("Joint Inventions"). Neither party may stake any claim to the Individual Inventions of the other party.
- e. Both the LUVAS and the collaborator shall bear equally the expenses for obtaining and maintaining intellectual property rights. The Director of Research, LUVAS, and the collaborator shall jointly decide whether intellectual property rights shall be secured or not.

## **Publications**

- i. The University retains the right to freely publish any research activity results carried out in the University. The PI/Co-PI, of any sponsored projects, will have the right to freely publish the work carried out by him/her duly crediting (authorship)/acknowledging all the contributors, except if there is an agreement that requires the prior consent of the sponsor/collaborator. Under such conditions, the collaborator will review the manuscript/article before publication. If no objection (s) is/are raised within one month

after the receipt of the manuscript draft, it will be presumed that the collaborators have no objections to the publication. University will give the Collaborator a choice of getting acknowledged/authorship in such a publication.

- ii. A collaborator could examine the manuscript
  - a) To determine if publishing would reveal any confidential information about the Collaborator
  - b) To find any potential infringement of intellectual property thereby appropriate protective measures should be taken to safeguard the project invention; and
  - c) To certify that individual privacy rights are precisely protected.
- iii. The PI, in consultation with the collaborator, will decide the order of Authors in publication. In case of any conflict, the decision taken by the Director Research LUVAS will be final.

### **Research Governance and Project Management**

The PI is responsible for defining the project milestones, deliverables, and timelines, and will regularly monitor the progress and address any issues or concerns. The PI should prepare the Progress report along with the settlement of accounts which should be submitted to the Comptroller. Any insignificant disagreement should be resolved amicably. The PI should speak with the HOD/Director Research to resolve any significant discrepancies.

### **Final Technical and Financial report of the Project**

The project shall be considered closed on last date of the project. The PI should compile the final technical report. The PI and HOD should compile financial report in line with the funding agency's requirements and send it to the Comptroller for verification of the financial aspects. Any discrepancy should be resolved as soon as possible through communication between the two parties. The PI should discuss with HoD in the event of any significant issues. All the reports must be submitted to the funding agency within six months after the closure of the project.

### **Reporting and Dissemination of Results**

- a. Ensure timely and comprehensive reporting of research progress, findings, and outcomes to all stakeholders involved.
- b. Facilitate the dissemination of research results through appropriate channels, such as conferences, publications, workshops, or public outreach initiatives.

### **Performance Monitoring and Evaluation:**

- a. Establish performance indicators and evaluation criteria to assess the quality, impact, and effectiveness of the research project.

- b. Conduct regular evaluations to identify strengths, areas for improvement, and opportunities for enhancing collaboration and research outcomes.

### **Knowledge Transfer and Capacity Building**

LUVAS is committed to promoting knowledge transfer and capacity building through collaborative research, technology transfer, training programs, industry engagement, entrepreneurship support, and outreach activities. The LUVAS can involve collaborators (Both from a sponsored and/or collaborative project) to create a dynamic and inclusive environment that encourages the exchange of knowledge, facilitates innovation-driven solutions, and supports the development of a skilled workforce capable of addressing emerging challenges in veterinary and animal sciences.

### **Recognition and Acknowledgment**

- a. Recognize the contributions and intellectual inputs of all project participants, including researchers, students, and external partners.
- b. Ensure proper acknowledgment of funding sources, collaborators, and stakeholders in publications, presentations, and project outcomes.

### **Remuneration to PIs & Co-PIs/CoIs**

- i. Remuneration to PIs and Co-PIs/ CoIs will only be paid if the work has been carried out as product trial a sponsored project
- ii. The PI will be paid 10% of the total trial fee as one time remuneration while the Co-PIs/ CoIs will collectively be paid 10% of the total trial fee as one time remuneration.  
  
e.g. If the trial fee is Rs. 1,00,000/- then remunerate would be 10% i.e. Rs. 10,000 will be paid to PI and Rs. 10,000/- will be equally distributed amongst Co-PIs/ CoIs
- iii. The case for claiming the remuneration will be initiated by the PI after submission of the final report.

### **Closure of the Projects**

The Statement of final accounts showing the year-wise receipts and expenditures should be sent to the Comptroller in the prescribed proforma (Annexure II) and got duly verified by the audit. The PI will maintain all the records related to the project for one year after completion of the project.

### **Confidentiality**

Both LUVAS and collaborator shall keep information and data collected under the project completely confidential, until such information is required to be disclosed for commercial

exploitation, transfer of technology, publication etc. in which case the disclosing party agrees to notify the other party of such requirement.

### **Force majeure**

Neither LUVAS nor collaborating party shall be considered defaulting in performance of their obligations under the Force Majeure conditions, if such performance is prevented or delayed for any cause beyond the reasonable control of the parties affected.

### **Dispute settlement**

Any dispute, controversy or claim or difference of any kind whatsoever arising among the Parties, out of or in relation to the project or any question, dispute, difference whatsoever arising between the parties or relating to scope, meaning, operation, interpretation etc will be referred to the Committee constituted by the Vice-Chancellor. The recommendations of the committee will be binding on both the parties i.e., LUVAS and collaborator.

  
Director of Research



9. Details of completed projects (In the last 5years)
  - a. Title of the project
  - b. Name of the Funding agency
  - c. Total grant of the completed project/s
  - d. Details of the completion of Project
  - e. Date of submission of completion report to the funding agency (copy maybe enclosed)
  
10. Details of ongoing projects with Co-PI (In the last 5years)
  - a. Title of the project
  - b. Funding agency
  - c. Total grant of the project
  - d. Date of the commencement
  - e. Date of completion

We certify that no civil/ electrical modifications shall be carried out without the permission of the University Engineering Department. We will follow the norms for the operation of the projects framed from time to time by the University

Signature of the Investigator:

Date:

Signature of the Co-Investigator:

Date:

Name: Head of the Department/Director of Center/Institute

Signature:

Seal:

Date:

***Notes:***

1. No Project proposal should be forwarded by the University to the funding agency if two or more tenure expired projects are pending for closure by the concerned PI.

**FORMAT FOR CLOSURE OF RESEARCH PROPOSALS**

**(Submit 5 copies)**

Closure of the Terminated/Completed Project entitled

\_\_\_\_\_”.

The above noted project has terminated/completed on \_\_\_\_\_. The relevant details of the project are being given.

1. Name of Investigator  
Designation  
Department/Centre
2. Name of the Co-Investigator  
Designation  
Department/Centre
3. Title of the Project
4. **Duration of the Project** Date of commencement Date of completion
5. Funding Agency
6. Total funds received including salaries without overhead charges
7. Total overhead charges received
8. Whether the final accounts of the completed projects for all the years have been submitted closed. If not, reasons thereof.
9. Amount of the unspent balance
10. Whether the unspent balance is to be returned to the sponsoring body

11. Whether the certificate of no liability against the project to enable the University to Refund the unspent balance, if any, to these sponsoring body is enclosed or not. If not, reasons thereof.
12. Whether the final Technical Report of the project for onward transmission to the sponsoring body, is enclosed or not. If not, reasons thereof.
13. List of non-consumable articles:

S. No. Item(s)	Date of Purchase	Cost at the time of Purchase	Present condition	Whether transferred to the Department, Details thereof

14. Whether all the advances have been rendered and reconciled with the Finance Officer.

If not, reason thereof:

Signature of the Investigator:

Date:

Signature of the Co-Investigator:

Date: (if any)

Name: Head of the Department/Director of Centre/Institute Signature

Seal

Date: