



10, Institutional Area, Vasant Kunj,
New Delhi 110 070

**MINUTES OF THE THIRTY EIGHTH MEETING OF THE BOARD OF
MANAGEMENT**

The Thirty-eighth meeting of the Board of Management was held on 29 December 2020 at 14:00 hours online on Microsoft team platform. The following were present:-

PRESENT:

Members

Professor Manipadma Datta, Chairperson
Professor George John
Dr V P Singh
Professor E Somanathan
Mr R R Rashmi
Professor Arun Kansal
Professor Shaleen Singhal
Professor Ramakrishnan Sitaraman
Dr Vishnu Konoorayar
Mr Kamal Sharma, Secretary

Special Invitees

Mr Amit Kumar
Mr Sandeep Arora

Leave of absence: Dr Nimmi Singh, Dr Sachin Chaturvedi and Professor Bhim Singh could not join the meeting.

Item No.1: To confirm the minutes of the Thirty Seventh meeting of the Board of Management held on 25 November 2020

It was informed that the minutes of the Thirty Seventh meeting of the Board of Management held on 25 November 2020 were circulated to the members of the Board and no comments had been received on the same.

TS/BM/38.1.1. The Board resolved that the minutes of the 37th meeting of the Board of Management held on 25 November 2020 be confirmed.

Item No.2: To consider and approve Policy on revenue sharing. The Registrar informed the members about the policy on consultancy which was discussed at the 35th meeting of BoM. As such, on the advice of the Board, a committee headed by Professor Ramakrishna Sitaraman, has reviewed a policy on revenue sharing. Prof. Datta briefed the Board that till date we had no policy on revenue sharing on account of consultancy undertaken by the faculty. He emphasized that to incentivize the faculty to undertake consultancy and to

increase the Institute's earnings in these challenging times, we need to have a clear policy on revenue sharing. Professor Sitaraman presented the various salient features of the proposed revenue sharing policy. Prof. Datta raised his reservation on point 1.4.5 and 1.4.6 that overhead charges amounting to 20 percent of the net surplus shall accrue to TERI SAS. It was also suggested that instead of calling it as revenue sharing policy it should be renamed as Consultancy Policy. It was also stated that regarding disputes before it should be sent to the Committee it should be sent to Dean (R&R). Prof. Datta stated that this policy, after incorporating the suggestions received from Board, be put into force as we have limited faculty members and limited opportunities. The policy on revenue sharing is attached as Annexure 1.

TS/BM/38.2.1 The Board after detailed discussions on various elements of revenue sharing, recommended that a revised policy based on the suggestions and comments received be circulated to the Board for approval.

Item No. 3: To consider and approve Policy on Lien. A draft policy on lien was discussed at the 37th meeting of BoM. On the advice of the Board the policy has been reviewed by a committee constituted by the VC and the draft policy was presented to the Board. Professor Arun Kansal, Convenor of the committee, explained in detail the background and various characteristics of the proposed lien policy. Dr John recommended that we should encourage the staff to go on lien and be an ambassador of the Institute, get experience at international organisations. Mr Rashmi also shared similar views. The revised policy on lien is attached as Annexure 2.

TS/BM/38.3.1 The Board deliberated in detail on various aspects of the policy and recommended that a revised policy based on the comments received be circulated to the Board for approval.

Item No. 4: To consider and approve Policy on Intellectual Property Rights. A draft policy on Intellectual Property Rights was discussed at Board of Management meeting. On the advice of the Board the policy has been reviewed by a committee constituted by the VC and the draft policy was presented to the Board by the Chair of the Committee, Prof. Shaleen Singhal. While deliberating on the document, it was suggested that definition of personnel should be kept the same both for Consultancy Policy and Intellectual Property Rights Policy. Prof. Somanathan suggested to rewrite the point on copyrights. He also stated that there should be distinction between patents and copyright. The revised policy is attached as Annexure 3.

TS/BM/38.4.1 The Board deliberated in detail on various aspects of the policy and it was recommended that a revised policy based on the comments received be circulated to the Board for approval.

Item No. 5: Matters for information

(a) Update on Hyderabad campus:

Mr Sandeep Arora, Associate Director, updated the Board members with regard to the Hyderabad campus. He informed that negotiation meetings with L 1, L 2 and L 3 vendors were conducted at Hyderabad Campus on 11th February 2020. On civil work note pertaining to issuance of PO in favour of L 1 Contractor viz M/s Pavilion is ready and is being put up. Purchase order will be issued by the end of December. As regards to fire fighting and HVAC both POs will be issued to L 1 vendors by end of December 2020. For electrical works based on the received quotes and competitiveness of L 1 and L 2 vendor, we are in the process of deliberating and finalizing the vendor for Electrical work. Purchase order will be issued by first week of January 2021. As regards to plumbing and sanitary, as there was some ambiguity in the previously issued BOQ, the revised BOQ is being prepared and will be issued by first week of January 2021 to invite fresh quotes. He further stated that all the work is expected to be complete by March 2021.

The Board noted the matter and it was suggested that a separate meeting may be called especially for the development related to Hyderabad campus which was noted by the Chair.

(b) Resignations: The Registrar informed that the following faculty/staff have resigned from their posts or have proceeded on lien with the approval of the Vice Chancellor:-

Ser	Name	Wef
(a)	Capt. Pradeep Kr Padhy	06 October 2020
(b)	Dr Pallavi Somvanshi	07 December 2020
(c)	Dr Atul Kumar (on lien)	10 December 2020

The Board noted the matter.

(c) MoUs signed

(i) **MoU with Canvest Infracapital Inc., Canada:** TERI School of Advanced Studies signed a MoU with Canvest Infracapital Inc., Canada on 30 September 2020. Areas of cooperation agreed were short-term education programmes, joint projects, data analytics and technology entrepreneurship incubation centre focused on water sector, waste management and related sustainable infrastructure.

(ii) **MoU with DHAN Academy, Tamil Nadu.:** TERI School of Advanced Studies signed a MoU with DHAN Academy on 16 October 2020. Areas of cooperation agreed were research activities, joint experimentation, field studies, documentation, capacity building at local universities by organising educational programmes, joint workshops, webinars, etc.

The Board noted the matter.

There being no other points the meeting concluded at 1635 hours.

Sd/-

Kamal Sharma

Registrar (Officiating)

Enclosures:-

- Annexure 1. Policy on revenue sharing
- Annexure 2. Policy on Lien
- Annexure 3. Policy on Intellectual Property Rights

Distribution: -

Electronic Copy:

- 1. Chancellor, TERI School of Advanced Studies
- 2. Vice Chancellor, TERI School of Advanced Studies
- 3. All members of Board of Management
- 4. Website

Printed Copy:

- 5. Registrar, TERI School of Advanced Studies



New Delhi

Policy on revenue sharing

1.1: Objectives:

TERI School of Advanced Studies envisions a more sustainable world through the creation of knowledge and human capacity. In this regard the faculty of TERI SAS has gained expertise in important areas of sustainable development through their world class research in critical areas of knowledge. TERI SAS aims at promoting the use this expertise in augmenting its reputation by offering the services of its faculty members and researchers for collaborative research and consultancy services. It is expected that this Policy would create mutually beneficial opportunities for TERI SAS, its members of the faculty and researchers, students, various international, national, for-profit and non-profit organisations and thus contributing to the nation building.

1.2: Definitions

121 : Consultancy Services - includes an assignment for providing expert advice, problem solving, targeted training such as MDPs, laboratory-based testing and analysis report, market research and survey in the areas of the expertise of TERI SAS faculty and researchers.

122 : Consultants- Faculty member/s and researchers of TERI SAS engaged in in Consultancy Services are hereinafter referred to as Consultant/s.

123 : Beneficiary- The international, national, for-profit and non-profit organisations seeking Consultancy Services are referred to as Beneficiary.

1.3 : Conditions of Engaging in Consultancy Services on behalf of TERI SAS:

131 : Consultants shall undertake Consultancy only through a written agreement/ MoU/Sanction Letter with/from the Beneficiary. No Consultancy shall be undertaken through verbal agreements/assurances. As the reputation and goodwill of TERI SAS is involved, Consultants shall undertake Consultancy Services only in areas of their expertise.

132 : Consultants shall not engage in any Consultancy Services that are in contravention to the laws of the land and also against the Vision and Mission of TERI SAS. During no stages of the assignments, the Consultants shall engage themselves in any illegal/unethical practices including payment of bribe/corruption.

133 : TERI SAS encourages faculty members and researchers to undertake Consultancy Services as an Individual and also as a team of Consultants across Departments/Centres. Consultancies undertaken by individual consultants shall be referred to as ‘Individual Consultancy’ and the ones taken up as a team of Consultants shall be referred to as a ‘Institutional Consultancy’.

134 : Consultants shall undertake Consultancy Services only with prior written approval from the Vice-Chancellor on the basis of reports from the Dean (R&R) and Dean (A).

135 : TERI SAS is a University engaged in imparting education and hence Consultancy Services undertaken by Consultants shall not affect their primary responsibility towards TERI SAS/their Department/and most importantly the students. The time required for successful completion of Consultancy assignments shall under no circumstances be at the cost of UGC stipulated teaching hours of a Consultant and shall not be more than 50% of the official working hours of the concerned Consultants. It shall be the responsibility of the Dean (A) to ensure this.

136 : Consultants shall not sub-contract either in full or in part, the Consultancy assignments to any person or Institution outside TERI SAS. The Consultant shall make sure that such person/institution and their activities and deeds are in no-way in contravention of the laws of the land.

137 : The revenue/fee accruing from the Consultancy Services shall be accepted only through the official bank accounts of TERI SAS and these revenues shall be accounted and audited in accordance with the accounting/auditing practices of TERI SAS.

138 : In case ‘Institutional Consultancy’, a written contract shall be signed by all participating Consultants clearing indicating the nature and details of work expected from each Consultant and also the time required for completion of the same at the commencement of the Consultancy assignment itself.

1.4 : Revenue sharing:

141 : Ownership of Intellectual Property Rights and allocation of revenue/benefits accruing from such Rights from the Consultancy assignments shall be governed by the Intellectual Property Policy of TERI SAS as promulgated from time to time.

142 : Where there is a contradiction between terms and conditions of Consultancy contact/MoU/Sanction letter and this Policy the former shall survive except the Conditions stated in this Policy at 1.3.

143 : This Policy shall apply only to the Net-Surplus in the Consultancy revenue after all Consultancy related expenses and taxes and other charges payable to the Government has been accounted for.

144 : Subject to 1.3.5 of this Policy, no ceiling shall be placed on the maximum income that may accrue to Consultant/s.: If the Revenue from Consultancy Assignments is a one-time accrual (i.e. it is not expected to periodically occur) overhead charges amounting to 20% of the Gross consultancy amount shall accrue to TERI SAS. The remainder shall be shared equally with the Consultant/s on the one hand and TERI SAS on the other.

145 : In case the revenue is in the form of long-term periodical accruals, the Net-Surplus shall be shared in the ratio of 60:40 in favour of the Consultant/s on the one hand and TERI SAS on the other. No overheads shall be allowed in this case. The sharing of revenue shall apply to the non-restricted budget heads only.

146 : The Individual consultant’s share as stated in 1.4.5 and 1.4.6 shall be disbursed to them after deduction of applicable taxes and the same shall be reported on all Income Tax documents.

147 : The Institutional share of TERI SAS shall be further equally divided between TERI SAS on the one hand and the concerned Department/s & Centre/s of the concerned Consultants. This fund shall be utilised for the academic/research activities of the concerned Department/s and Centre/s.

148 : Any overheads received by TERI SAS as part of restricted funds shall be

equally shared between TERI SAS and the Department/s and Centre/s of affiliation of the Consultant/s.

149 : The institutional share of TERI SAS (less the Departmental share) shall be equally distributed between the general expense account of TERI SAS and purchase of irrevocable Government Securities thereby adding to the Corpus funds of TERI SAS in a sustained manner.

1410 : In case 'Institutional Consultancy' the share in revenue of the Consultants shall be shared in proportion to the contract signed by the Consultants as per clause 1.3.8 of this Policy.

1.5 : Dispute Resolution and Jurisdiction of the Court:

151 : Any dispute regarding the implementation of this Policy shall be resolved internally by a Committee consisting the Vice Chancellor, the Registrar, Dean (A), Dean (R&R) and the Finance Officer. If any member of this Committee is him/her is a party to the dispute the Committee shall opt the senior most faculty member from TERI SAS as a member.

152 : Dispute(s) arising with respect to the implementation of this Policy shall be subject to the legal and territorial jurisdiction of the Courts of Delhi only.



Policy on Lien

(for faculty members)

Lien is a privilege of a regular faculty to retain their post in TERI SAS while they are on a salaried employment at another organisation/institution/university of repute, or on the roles of another organisation/institution/university of eminence through a contract. During a given period of Lien, the faculty can be engaged with only one such organisation/institution/university etc.

The following terms shall be applicable:

All regular faculty who has successfully completed their probation and have completed two years of continuous service not including 'sabbatical leave' or 'Leave Without Pay/extraordinary leave' are eligible to apply for Lien. The period under probation shall be included in the continuous service.

The period of Lien cannot end on a date beyond the duration of the appointment under the existing 'Contract of Employment' between the faculty member and TERI SAS. In case it exceeds, a fresh 'Contract of Employment' may be signed at the discretion of TERI SAS such that the period of lien is within the period of contract.

Prior written sanction of the authorities concerned is to be obtained before proceeding on Lien and also for any subsequent extension. All applications to proceed on Lien shall be made to the respective Head of the Department/Centre on whose approval it shall be forwarded to the Dean (Academics). On approval by the Dean (Academics), it shall be submitted to the Vice-Chancellor for the final approval. It shall thereafter be reported to the Board of Management. All applications for extension shall also follow the same procedure. Applications from the Heads of Department/Centre and Dean (Academics) shall be submitted to next authority in the above said hierarchy.

Not more than ten percentage of the total number of regular faculty of TERI SAS may be permitted to proceed on Lien simultaneously. However, exceptions can be made

in appropriate cases by the Vice-Chancellor in consultation with the Dean (Academics) and the concerned Head of the Department/Centre.

Generally, Lien may be granted for a maximum duration of one year in the first instance which may be extended for a further maximum period of another year.

A regular faculty who rejoins TERI SAS after a Lien shall be eligible for another Lien only after a duration of five years of continuous service at TERI SAS without taking ‘sabbatical leave’ or ‘Leave without pay/extraordinary leave’. However, this will not be applicable to tenure posts.

During the period of Lien, the employee shall be ‘deemed to be in employment’ and the period shall be counted for seniority and there will be no-break in service. The employee shall be entitled to all the Increments for the period of Lien upon his/her rejoining. However, no casual/earned leave/provident fund/LTC entitlement /Gratuity will accrue during the period of Lien.

During the period of Lien, the employee should continue to be the supervisors of PhD/Master’s thesis and investigators of research projects that are sanctioned against their name before proceeding for lien.

On the termination of Lien, the employee shall re-join in the same academic rank that he/she was holding before proceeding for Lien. However, he/she shall have no claim on positions such as Head of Department/Centre, Dean, Programme Coordinator, and other such positions or membership in any Committees/Board that he/she was holding before proceeding on Lien, upon his/her re-joining.

Employees proceeding on Lien shall comply with the requirement of payment of salary in lieu of notice period as stipulated in the terms of appointment, and any bond he/she may have executed. The amount so deposited shall be refunded to the employee upon re-joining TERI SAS and submission of re-joining report through proper channel. In case the employee has sufficient Earned Leave (EL) balance to his/her credit to cover up the notice period requirement as per the terms of appointment, then such deposit is not required. However, if the EL balance covers only a portion of the notice period requirement, then the payment in lieu of notice period shall be calculated proportionately after taking into account the balance of EL available to the employee's credit.

During the period of Lien the employee can retain his/her official e-mail ID. During this period, as per requirement, office space will be provided.

Before proceeding on Lien the employee shall:

- deposit an amount equivalent to 15 days basic salary per year or part thereof for period of Lien with TERI SAS. The amount shall be refunded only if he/she re-joins TERI SAS.
- effectively complete all the pending semester activities and other commitments of urgent nature.
- get a Clearance Certificate.

During the period of Lien, when the employee is in roles of other institution, shall acknowledge TERI SAS in his/her affiliation for all academic and professional activities such as publications, presentations, etc.

An employee against whom a disciplinary proceeding is pending in TERI SAS shall not be permitted to proceed on Lien.

The Lien may be terminated any time by the employee and may re-join TERI SAS after serving a written notice to the Vice Chancellor at least 30 days prior to the intended date of re-joining. The employee shall also submit a relieving certificate issued by the competent authority of his/her employer during the period of lien at the time of re-joining.

Any overstay beyond the approved period of Lien shall be treated as unauthorized absence.



Policy on Intellectual Property Rights

1.0: Objectives

1.1. TERI SAS creates Intellectual Property as part of its academic and research activities. Its work is underscored by its mission to build and share knowledge and information responsibly and openly for the larger purpose of the public good. TERI SAS aims to share its body of work as openly as possible, for the benefit of people at large. Any personal benefits or commercial gains of its work are incidental to its purpose of creating public good.

1.2: This Policy applies to all *Personnel* (as defined below) and all *Non-TERI SAS Personnel* associated with TERI SAS in its academic, research and other activities and covers different classes of Intellectual Property including Copyrights, Patents, and all other types of Industrial Properties.

2.0: Definitions:

2.1: Personnel- All students, employees, consultants and collaborators of TERI SAS engaged through a contract / any academic, research or any other activity /research or academic requirements of the Programmes offered by TERI SAS shall be called as *Personnel*, and all others shall be called as *Non-TERI SAS Personnel*. *Personnel* and *Non-TERI SAS Personnel* may also include juristic persons.

2.2: Intellectual Property includes Copyrights, Patents and other types of Industrial Property such as trademarks, service marks, logos, design, trade secret, confidential information and Integrated Circuits Layout *etc.* that are defined and interpreted as per the laws of the land from time to time.

2.3: Copyright- as defined and interpreted in the laws of the land from time to time as Copyright and Related Rights.

2.4: Patents and other Industrial Property- as defined and interpreted in the laws of the land from time to time.

2.5: TERI SAS Resources - shall include both ‘Usual TERI SAS Resources’ and ‘TERI SAS Supported Resources’:

2.5.1: Usual TERI SAS Resources -includes all laboratory and equipment, all research facilities, office space and facilities, official working hours of the Personnel, computer/computer networks/software, library including the digital library, Secretarial and Administrative services, Intellectual Property already owned by TERI SAS and all other kinds of academic/research support provided at the financial cost of TERI SAS.

2.5.2: TERI SAS-Supported Resources includes the time, effort, and intellectual inputs of Personnel with the use of ‘Usual TERI SAS Resources’ and diminution by the TERI SAS of any or all of the standard responsibilities of Personnel to offer time or resources for the purpose of creating Intellectual Property.

2.5.3 TERI SAS Resources shall also include:

2.5.3.1: Financial Resources: Financial support provided by TERI SAS over and above the regular salary/perks as per employment/enrolment/sponsorship contract or over and above the scholarship provided to students/research scholars and includes:

- i. Funds given by the TERI SAS to protect, preserve and implement rights in Intellectual Property.
- ii. Funds given to create, exploit and/or commercialize intellectual Property.
- iii. Fees exemption by the TERI SAS for the usage of any facility or apparatus.

[Exception: Awards, Honours, Fellowships, Prizes, Scholarships and facilities manufactured with such funds, shall not constitute TERI SAS Resources. The infrastructure established by private funds of Personnel shall also not constitute use of TERI SAS Resources]

2.5.3.2: Intellectual Property Resources- Intellectual Property already in existence and owned by TERI SAS and usage of the name, logo, or trademark of TERI SAS in the creation and marketing of Intellectual Property shall be a part of TERI SAS Resources.

3.0: Ownership of the Intellectual Property:

3.1: Copyrights –Ownership of Copyright of all copyrightable work shall rest with the Personnel with the following exceptions:

3.1.1: TERI SAS shall be the Copyright owner of the work created by Personnel with the use of TERI SAS Resources. The TERI SAS may demand assignment of the Copyright in whole or in part depending on the degree of use of TERI SAS Resources used in producing the copyrightable work. The Moral rights shall remain with the Personnel even when Copyright is vested with TERI SAS.

3.1.2: TERI SAS shall be the owner of all teaching material developed by Personnel as part of any it's academic programmes. However, the Personnel shall have the moral right to use the material for an academic or research purpose.

3.2: Patents and other Industrial Property:–Patents and other Industrial Property invented by ‘Personnel’ with the use of TERI SAS Resources shall be owned by TERI SAS in full or in part depending upon the ratio of use of TERI SAS Resources.

3.2.1: TERI SAS may undertake procedures to commercialize its rights in Patents and Other Industrial Property owned by it. If the Intellectual Property is owned by TERI SAS in part with the Personnel and/or Non-TERI SAS Personnel, such commercialization shall be done through a separate written contract, and all costs and benefits of commercialization shall be shared proportionately.

4.0: Sponsored Research: For Intellectual Property created/generated during the course of sponsored and/or collaborative activity, definite provisions related to Intellectual Property specified in contracts dealing with such sponsored/collaborative activity shall regulate the ownership of Intellectual Property.

4.1: TERI SAS shall be the owner of all Intellectual Property created with the use of funding from sponsored /collaborate activity where the Sponsor/Collaborator does not claim intellectual property rights.

5.0: Appropriate Authority: The Authority designated by the Vice-Chancellor to assess the use of/proportion of use of TERI SAS Resources used by the Personnel to create Intellectual Property and decide whether substantial use of TERI SAS Resources has happened.

6.0: Disclosures, Confidentiality and Assignment of Rights: Disclosure is an important process of Intellectual Property protection. It documents claims of inventorship, the duration/date and other details of the work.

6.1: The provisions of the contract pertaining to disclosure and confidentiality shall be followed in sponsored and/or collaborative activity.

6.2: For a Personnel who wish to protect their Intellectual Property, created other than through sponsored and/or collaborative work, and without the use of any TERI SAS Resources shall disclose full details (including the period of creation/invention etc.) with the Appropriate Authority of TERI SAS at the earliest date and claim personal ownership in full or in part. The Appropriate Authority of TERI SAS shall decide on such claims and shall record the same in the ‘TERI SAS Intellectual Property Register’ maintained for the purpose. The Personnel shall also disclose details of all works where there are no claims of use of personal time and resources and shall assign the rights to TERI SAS.

6.3: All TERI SAS personnel and non-TERI SAS personnel affiliated with any activity of TERI SAS shall treat all information regarding Intellectual Property that belongs to TERI SAS/that are assigned to TERI SAS as per this Policy as ‘confidential’. They shall not take any steps to commercialize the same or transfer the information to anyone else.

7.0: Royalty Sharing: Royalty accruing, or any type of payment or benefit received from the commercialization of TERI SAS-owned intellectual property shall be shared between the TERI SAS and the Personnel and Non-TERI SAS Personnel in proportion to the ratio of ownership over that Intellectual Property.

8.0: Resolution of disputes: In case of disputes between the Personnel and TERI SAS regarding any aspects of this Policy, the aggrieved party may approach the Appropriate Authority. If the aggrieved party is not satisfied with the decision of the Appropriate Authority, the party may appeal to the Vice-Chancellor of TERI SAS. The Vice Chancellor’s decision shall be final and binding.

9.0: Jurisdiction: All dispute(s) arising with respect to the implementation of this Policy shall be subject to the legal and territorial jurisdiction of the Courts of Delhi only.