

“Terms and Conditions”

PERTAINING TO SOPHISTICATED ANALYTICAL & TECHNICAL HELP INSTITUTES (SATHI)

**(Required to be submitted by each organisation / institute separately,
while forming a cluster)**

Signature _____ Administrative Head of Lead / Partner Organisation / Institute/ Director / VC _____ with Seal

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1. PREAMBLE

- 1.1 In order to promote the usage of advanced techniques in R&D and to cope with the requirement of scientific community in the country, Department of Science and Technology (DST), Government of India has initiated the setting up of **Sophisticated Analytical & Technical Help Institute (SATHI)**. These Centres will be equipped with high-end sophisticated instruments and smart manufacturing facilities, which normally cannot be afforded by Universities, R&D institutions, MSMEs, Start-ups, manufacturing units and industries, providing professionally managed services with open access policy, easy access and high level of transparencies under one roof and also to avoid duplication and large scale import of equipment.
- 1.2 This effort is expected to reach out to much needed less endowed organisations like MSMEs, Start-ups, State Universities and Colleges fostering a strong culture of research collaboration between institutions and across disciplines to take advantage of developments, innovations and expertise in diverse areas.
- 1.3 In order to ensure the efficient and effective system of operating the SATHI facility of DST at Lead / partner organisation /Institute / University _____, the DST have reached upon the following terms and conditions. The arrangements with SATHI _____ facility of _____ DST at _____ will now be governed by the terms and conditions of DST and these are being executed from the date of signing of the papers of terms and conditions and as submitted by the host institute (name & address of Lead organisation)_____, dated_____and co-opted partner organisation(s) namely _____, dated _____. These terms and conditions will concomitantly also include GFR 2017 and other conditions of Government of India, as amended from time to time.

2. OBJECTIVES OF SATHI & RESPONSIBILITIES OF HOST INSTITUTES

The SATHI hosted at Institute / University / organisation _____, which has formed a cluster of _____no of organisations namely (a)....., (b)....., (c)....., (d).....,

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(e).....and their physical operational address arerespectively & and its sole objectives are as follows:

- 2.1. To provide a shared, professionally managed services and strong Science and Technology infrastructure / facilities, with efficiency, accessibility and transparency of highest order under one roof to service the demands of faculty, researchers, scientist and students of Host and User institutes / organisations (including other academic institutes, universities, national laboratories, start-ups, manufacturing and engineering industries, SME's, R&D Labs) to enable them to carry out R&D activities, on a round-the-clock basis with minimum down-time.
- 2.2. To carry out analysis of samples received from the Host and User institutes, Industries. These facilities will be used for 80% of their available time by External Users i.e. out-side of the Host Institutes / (Institute / University)_____and rest 20% of available time for Internal Users of the Host Institute(s) / organisation(s), as created a cluster of ____nos of organisations address / namely (a)....., (b)....., (c)..... & so on. The usage of the facility will be guided by the basic principle of maximum, effective utilization and accessibility to all through <https://www.istem.gov.in> portal of GoI.
- 2.3. To acquire and develop capability of preventive maintenance, testing, fabrication and repair of sophisticated instruments. To act as a nodal point at national level for capacity building of operators / scientific & technical manpower with a mandate for skill development and to harness these highly skilled technical human resources.
- 2.4. To organise short term courses / workshops / seminars, hands-on training programme etc. on the usage and application of various instruments and techniques both for External and Internal Users / Researcher and to provide the technical help and cater the scientific knowledge to the end users while accessing sophisticated scientific instruments.
- 2.5. To train technicians for maintenance and operation of sophisticated scientific instruments and keep a record book of these trained personnel with various specialised equipment available with respective centres. To provide/update these lists at I-STEM portal, while required for any other SATHI facilities or

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industries, R&D Labs etc., for better societal outreach and utilisation of trained scientific & technical manpower (human resource).

- 2.6. To have dedicated sections for fabrication work, rapid prototyping, material testing, characterisation, new device fabrication, smart manufacturing and characterisation facilities etc., to attract and help R&D labs, industrial R&D, MSME, Incubators and Start-ups, etc.
- 2.7. To interact with various industry associations such as PHD Chamber of Commerce, CII, FICCI, ISBA, MSME associations etc., to sensitize and foster the overall growth and usage of available facilities by different Industries, MSME, Start-ups, Incubators etc.

3. ORGANISATIONAL STRUCTURE

- 3.1. The management / organisational structure shall ensure a professionally managed facility with complete autonomy of operation. The organisation structure of SATHI facility would be having professional operation and management staff for leveraging high level of accountability, competitiveness and efficient utilisation of expensive resources, through <https://www.istem.gov.in> portal of GoI.
- 3.2. The SATHI facility will be run by Host Institute involvement by formulating a Governing Body (GB) and the entire day-to-day operation, maintenance, manpower recruitment of the centre will be handled by a Section 8 company. The GB will decide the operational aspects (a Section 8 company) for self-sustainable model, involvement/ recruitment of technical experts, earning structure and about the operation of the SATHI that can be outsourced on daily wage basis. This model is placed as SATHI organisational structure at page 14.
- 3.3. There will be two tier structure i.e. a National Steering Committee (NSC) at apex level and a Governing Body (GB) at cluster level for managing the SATHI facility at the Host Institute (Lead organisation), as created a cluster of ____no's of organisations address / namely (a)....., (b)....., (c)..... & so on.
- 3.4. The Governing Body (GB) of the SATHI facility hosted at lead organisation, as created a cluster of ____no of organisation(s) _____will ensure the proper

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implementation and execution of different activities of SATHI facility as per the guiding principle and sanctioned terms and conditions of SATHI. The GB will consist of (a) Head of the Lead organisation /institute / Vice Chancellor / Director (Ex-Officio) – as Chairperson, (b) Head(s) of other partner organisation (Ex-Officio), (c) head(s) of Department/ Centre at the Host Institute(s) (Ex-Officio), (d) One eminent scientist from outside the host institute having sufficient years of sophisticated analytical instruments handling expertise, (e) One expert from Indian Science & Technology Entrepreneur Parks' and Business Incubators' Association (ISBA), (f) One expert from Small / Medium Enterprises Association of that Zone, as specified Ministry of MSME, Govt. of India, (http://www.dcmsme.gov.in/list_associations.htm), (g) two representatives of DST (including representative of program division and IFD, DST) and (h) Operational Head / Managing Head (non-faculty) of SATHI facility – as Member- Secretary. The composition of the GB will be approved by the DST in consultation with the head of the Lead organisation i.e. (Institute / University), as created a cluster of ____ no of organisation(s).

- 3.5. The National Steering Committee (NSC) shall be chaired by Secretary, DST, with membership of respective Head of the Lead organisation /institute / Vice Chancellor / Director (Ex-Officio) (respective Chairperson of the GB, as constituted a particular cluster to host a SATHI facility) and with Head of R&D Infrastructure Division at DST as Member-Secretary, for overall guidance, direction, ratification, re-consideration and approval of the recommendations of respective GB of SATHI facility.
- 3.6. While the NSC will convene at least one meeting every year, the Governing Body (GB) shall meet at least two times in a year and will forward its recommendations to DST for consideration of NSC. Any complaints and grievances related to SATHI facility will be addressed by the GB. If, necessary the Chairperson of the GB will either use his/her discretion or form a sub-committee of 2 or 3 members to investigate and resolve the issue. Still if GB found it necessary to communicate/ forward it to the NSC to resolve, they may forward within reasonable time frame and the decision will be final and binding on all ground, as provided by the NSC.
- 3.7. The GB will handle / facilitate all issues relating to the intellectual property, and resolve any issues of conflict in this regard.

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3.8. Concerned officers of DST or its authorized representatives may visit any of the organisation(s) of the cluster / SATHI facility to ascertain the progress of work.

4. PERSONNEL / STAFF

4.1. SATHI facility hosted at Lead organisation /Institute / University _____ shall formulate and propose a suitable management and operational structure for the SATHI facility, after consulting all partner organisation(s) and routing through respective GB. Mode of hiring of staff, out sourcing of specific activities/ operation, operational and financial norms towards staff hiring, equipment maintenance and facility usage for the SATHI facility will be proposed by Governing Body (GB) and approved by the NSC. The GB of SATHI will be formulated in consultation with DST.

4.2. The sovereign identity created in the form of a Section 8 company will be registered as “SATHI FOUNDATION” followed by name of cluster / lead organisation. It would certainly ensure while heading for self-sustainable model, involvement/ recruitment of technical experts, earning structure, operational flexibility with at least one operational head/ Managing head in place. The Operational Head / Managing head (non-faculty appointee) of SATHI facility, a few scientists and other technical staffs for running the SATHI facility will be appointed by the separate identity created in form of Section -8 company. The emoluments involved for these non-faculty appointee, scientists, technical staffs will be confirmed by the NSC based on the recommendation of GB of SATHI facility.

4.3. The staff of the SATHI shall belong to (Lead / partner organisation / Institute / University) _____ and DST will not have any liability towards the staff appointed by any of the organisation while creating a cluster for its effective implementation and operation.

4.4. DST will have no responsibility in case of any loss is caused to any life or property due to accident, fire or any other reasons. The Lead / partner organisation or SATHI facility registered as a Section-8 company shall be required to take appropriate safety and insurance measures to safeguard against any loss to human life and property related to SATHI facility.

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- 4.5. The Grantee (in the form of cluster) will indemnify, hold harmless and defend the Department of Science and Technology (grantor) from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and attorney's fees and expenses, that the Grantor may incur as a result of any negligent, wilful or otherwise acts, incidences or omissions of the Grantee / Lead / partner /Host Institute (_____) to cover other contingencies, such as natural disasters etc.

5. FINANCIAL ARRANGEMENTS

- 5.1. As per sanction order, DST will provide Non-Recurring grant for purchase of instruments/ equipment including accessories as well as Recurring grant under the recurring heads. However, Recurring funds would be provided only for an initial period of four years. Thereafter, no Recurring funds would be provided by DST to the SATHI facility which is expected to become self-reliant after 4 years of operation out of revenue generated through services, ensuring a Section-8 company registration in place.
- 5.2. For the host institute(s) / R&D Centre(s) / Organization(s) irrespective of their status, as Government / Non- Government, the funding pattern & its mode will be maintained at 75:25 ratio, i.e., DST share would be 75% and the management of the Government / Non-Government Grantee Institute / R&D center would be 25% of the total sanctioned cost of the project through networking and a cluster approach. The
- 5.3. Aiming for the sharing mode {matching-funding basis} at 75:25 ratio {DST Share-75% and selected cluster share -25%} upper limit of share of DST would be Rs.60.0 crores (including both Recurring + Non-recurring). The share of 25% (of total sanctioned amount) needs to be contributed by the grantee agencies from its own income sources at the time of each release (in a cluster approach & with proper understanding with Co-opted organizations) and not from diverting the funds available under the Grant-in-aids received from other Department of Government of India or from the CFI, GoI.
- 5.4. For the release of subsequent grant like 2nd and 3rd instalment, the host institute will have to forward the list of instruments in consultation with different stake-holders (i.e., Industries, start-ups, and academia etc.,) and progress report of the preceding year. A high-level Expert committee constituted by DST for selection of new centres and on-going review of SATHI facility will prioritise / recommend the instruments to be funded / supported based on the list submitted by the lead organisation for succeeding

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consideration. The equipment / instruments will be of broadly in three categories i.e., (i) General Analytical Instruments, (ii) Theme based Instruments & (iii) Fabrication / Prototype development equipment.

- 5.5. The host institute (lead organisation) will follow the GFR 2017 and other conditions of Government of India rules, as amended from time to time, while purchasing the equipment/ instruments, as recommended by the Expert committee. All the assets will remain with the Host Institute (lead organisation). The lead organization will be in a place to provide the one roof area facility (minimum carpet area of 20,000 sq. ft) and partner organization will also participate on sharing mode of matching fund basis, while targeting to share the 25% of total sanctioned amount including both Recurring & Non-recurring heads. All these sharing will be based on mutually agreeable and understanding basis among the (cluster) participating organisation(s).
- 5.6. DST shall not provide any financial support after 4 years towards salary for the staff under Recurring head of the SATHI facility hosted at lead organisation. The entire expenditure after 4 years towards expenditure for consumables, spares, annual maintenance contracts (AMC) for various instruments, the salaries of staff associated and other benefits to the employees of SATHI facility will be borne by Lead / partner organisation or SATHI facility registered as a Section-8 company from the generated revenue or from its own sources.
- 5.7. The approved funds referred in clause 5.1 shall be released by DST as grant-in-aid to the lead organisation, as amended from time to time as per the guideline of Department of Expenditure (DoE) GoI.
- 5.8. The Chairman of the Governing Body of SATHI facility is allowed to transfer the stipulated amount of recurring grant-in-aid required for manpower handling cost to the Section-8 company as per actuals of manpower cost employed in section-8 company created for the SATHI facility and to start the revenue generation process towards self-sustainability.
- 5.9. The Section 8 company created for SATHI facility is allowed to utilize the recurring grant-in-aid for manpower engagement.
- 5.10. The lead organisation (Institute / University/ Research centre) _____ will maintain separate audited bank accounts for the grant released for the SATHI facility or as per

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the directive of the Ministry of Finance (Department of Expenditure) for adopting revised procedure for flow of funds under Central Sector Schemes of the Union Government with effect from 1st April, 2022 vide their Office Memorandum (OM) No. 1(18)/PFMS/FCD/2021 dated 9th March 2022. The interest thus earned out of the grant-in-aid released to SATHI will be refunded back/ adjusted with an intimation to DST.

5.11. In case the (cluster of organisations(s) /Institute(s) / University) _____, is not in a position to execute or fulfil the objectives of the SATHI program, it may be required to refund unspent amount forthwith to the DST, along with the equipment already purchased or in the process of purchase out of the fund released towards the SATHI facility.

5.12. The (cluster of organisations(s) / Lead organisation /Institute / University) _____, shall manage SATHI facility to provide land, infrastructure and utility facilities like power, water, accommodation, consumables etc. for running the centre, as per its norm and practices for which no claim will be made on DST.

5.13. The (cluster of organisations(s) / Lead organisation /Institute / University) _____ shall monitor that the workshop, glass blowing and other technical facilities of the Institute / organization are made available / accessible to SATHI facility of _____, as per the rules of respective organisation(s)/ Institute (while forming a cluster).

5.14. The Lead organisation (_____) shall send utilisation certificate and an audited statement of accounts to DST after utilizing the DST funds in the proforma as prescribed under General Financial Rules 2017, after expiry of each financial year. The statement should be verified / audited by the competent authority of the institution and ratified from the GB.

5.15. All the assets acquired or created from the grant shall be installed in the premises of the SATHI facility under one roof (viz: at lead organisation) and not in any other department / Division / Centre of the Lead organisation and also at any partner organisation(s) (Institute / University) _____), unless specifically approved by the Department of Science and Technology on the

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recommendation of National Steering Committee (NSC) for SATHI Programme.

6. CHARGES AND REVENUE FOR USE OF SATHI FACILITIES

- 6.1. Each SATHI facility in cluster mode certainly ensure that facilities are available at least 80% of the operational hours (Working Time of 24 x 7 basis in three shifts daily) to the External Users and remaining 20% of the Time would be made available for Internal Users. However, Internal Users can avail the SATHI facilities for any amount of time beyond, when no sample of External User is available for analysis / usage at any equipment/ instruments.
- 6.2. Different Charges for analysis to be provided by users will be fixed by Governing Body (GB) and as per the recommendation of NSC for SATHI programme. The rate of charges for analysis shall also be made available at respective SATHI web portal as per provision in rule 47 of GFR 2017 and at <https://www.istem.gov.in> portal. The account opened exclusively for the SATHI Foundation (Section-8 company) will be linked for the online portal accessibility /any user charges/ payment receiving through I-STEM portal integration.
- 6.3. The charges for (A) academic institutes and start-ups, (B) R&D labs and SME's and (C) large industrial establishments will be fixed by GB of the SATHI facility and as per the recommendation of NSC of SATHI programme.
- 6.4. The total earnings / revenue, thus generated on providing analytical / technical services by the SATHI facility to both External and Internal Users shall be shown with respect to each equipment/ instrument available at the SATHI facility every year in the annual performance report of the SATHI and informed to DST every year so that the same would be made available for expenditures under Recurring Heads as per the recommendations of the National Steering Committee for succeeding year. All earnings of SATHI facility will be through electronic transaction and not by any other means.
- 6.5. The SATHI cluster would make all the booking of samples through online mode only by using dedicated web portal for having more transparency and efficiency in service (at <https://www.istem.gov.in> portal). Charges may be taken during booking of the slot. In case of failure, on the part of USER for non-utilisation of the slot, penalty may be charged at the rate fixed by

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Governing Body (GB) on the booking amount and future use of the SATHI facility.

- 6.6. All SATHI facility / facilities will be made remote accessible, whenever required and found possible.

7. GENERAL

- 7.1. The terms & conditions would be valid for a period of four years from the date of signing of terms & conditions papers. Amendments, if any, can be made at any stage during the validity of the terms & conditions with mutual consent of DST and the SATHI cluster (i.e. (lead organisation / partner organisation _____ / Institute _____ / University)_____).
- 7.2. The release of grants after the first year and each subsequent year is subject to satisfactory performance of SATHI facility. For this purpose, the progress of work and achievement of milestones is to be sent by SATHI facility to DST in the prescribed format (format as recommended by the DST).
- 7.3. The SATHI cluster would open a separate saving account in a scheduled Bank to have a better accounting control of the SATHI facility.
- 7.4. All trainings must be executed within India and with involvement of maximum stakeholders for such in-house training. The maximum number of pre-paid trainings & comprehensive warranty period of minimum five years should be included in the purchase order while doing the negotiation with the supplier/ seller of the instruments. At least minimum five years technical support should be ensured from the supplier/ seller of the instruments. The SATHI cluster would explore the option for five-year inclusive comprehensive warranty at the time of purchase of equipment from the supplier.
- 7.5. The SATHI cluster would ensure that the installation site is compliant with the Seller's specifications by returning the "Laboratory Site Condition Report" form, duly filled and signed based on the "Installation and delivery conditions" booklet and communicating the photocopy of the same booklet to DST to ensure the effective functionality of each of the instruments and its shipment. The Laboratory site condition report must be communicated to the

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seller and DST to avoid any delay and untimely installation of the instruments. Before delivery the laboratory/ centre site checking by the Seller may be certified to comply with the site specifications defined by the seller with utmost care and minimal cost.

- 7.6. Any hardware and software design, data, architecture, material, product specifications, smart designs, financial information, technical documents etc, shall not be made public or shared with any other party without the prior written consent. In all these cases the lead / partner Organization/Institute/University / researcher/ Scientist should ensure that the technical support / financial assistance provided to them by Department of Science & Technology (DST), Government of India should invariably be highlighted / acknowledged in their media releases as well as in the opening paragraphs of their Annual Report.
- 7.7. In addition, the investigator/host/lead/ partner Institute / Organization/Institute/University / researcher/ Scientist must also acknowledge the support provided to them in all their publications, patents and any other output emanating out of the SATHI facility help/ facility utilisation funded by Department of Science & Technology (DST), Government of India.
- 7.8. It is mandatory for the host Institute to publish at the respective SATHI web portal about the usage statistics (maintaining the anonymity of users) of every equipment/ instrument; i.e., how many internal, how many external samples stating separately how many from Industry, start-up etc., are being handled.
- 7.9. In case of any kind of problem in the implementation of the programme, the same needs to be documented properly and brought to the knowledge of the Governing Body of the Centre and then to DST as early as possible.
- 7.10. Non-performance and non-compliance to the conditions required for sustainable incubation may result in discontinuation of further support to SATHI cluster and refund of DST grant.
- 7.11. DST reserves the right to terminate or may withdraw its support to the SATHI facility established in a cluster by giving one (1) year notice the Host Institute (i.e. SATHI cluster / lead & partner organisation /Institute / University) _____), if it is convinced that the grant is not being utilized properly or that appropriate

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progress is not being made as per specified purpose / objectives of SATHI facility.

7.12. Any dispute arising out of this terms & conditions between DST and SATHI facility will be resolved by Secretary, DST or by the NSC.

(a) (name of Lead organisation) _____, Signed on _____ / _____ Month, 2022.

(Prof./ Dr./ Mr./ _____)

Head of Lead Organisation

Financial Head/ Registrar of Lead organisation

(Lead organisation / Institute / University)_____

Seal of (Lead organisation Institute / University)_____

Seal_____

(b) Name of co-opted partner organisation(s) namely _____,

Signed on _____ / _____ Month, 2022.

(Prof. _____)

Head of partner Organisation

Financial Head/ Registrar of partner organisation

(co-opted partner organisation / Institute / University)_____

Seal of (co-opted partner organisation Institute / University)_____

Seal_____

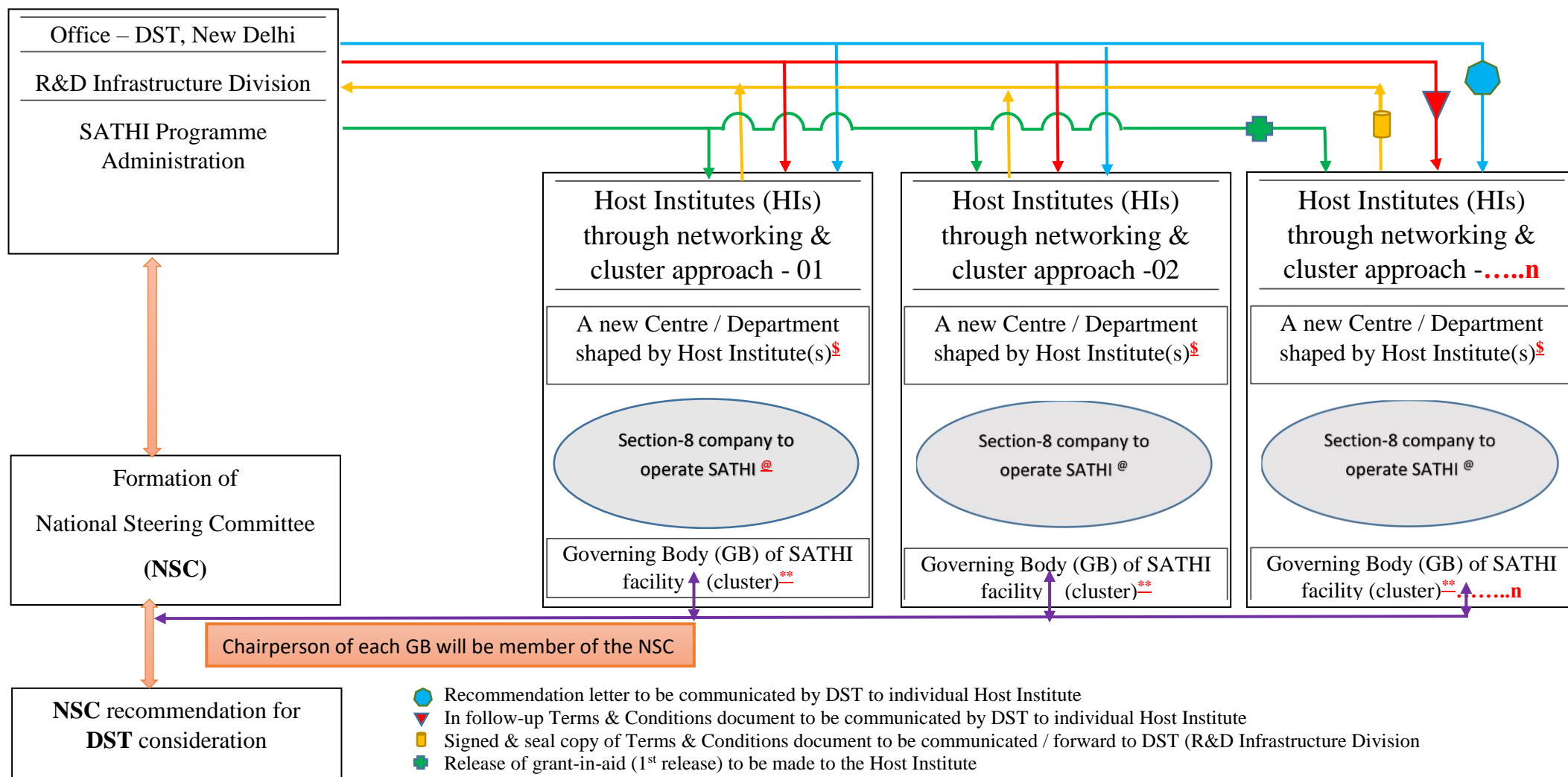
(c) **And So on**...for other co-opted partner organisation(s) namely _____,

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SOPHISTICATED ANALYTICAL & TECHNICAL HELP INSTITUTES (SATHI)- Organisational Structure (Cluster mode)



[§] Head of the Centre / Department to be nominated / appointed by each HI/Co-opted organisation(s) to become the part of SATHI facility

[@] A dedicated Section-8 company formation, for day-to-day management of activities, operation of the centre, to manage /generate financial resources for self-reliant, to take care of regular, preventive & break-down maintenance, effective / efficient utilisation of instruments etc., for dedicated/ separate man-power engagement

^{**} Governing Body (GB) of SATHI to be constituted by Host Institute(s) through networking & cluster approach, in consultation with DST