

CHAPTER XXVIII

INSTITUTIONAL AND INDIVIDUAL CONSULTANCY

28.1 Objectives

- i) To effectively utilize the University's academic facilities, physical infrastructure including the engineering and scientific infrastructure, the available expertise to enter into an arrangement/ interaction with the industry, other institutions or the bodies as the University may deem fit, in a manner consistent with the primary mission of teaching, research and public service;
- ii) To enrich the experience and knowledge of the Professionals in the knowledge sphere and provide an opportunity of finding solutions to the problems of industries / enterprises.
- iii) To provide opportunities to the Professionals to apply their knowledge and skill in real work situations.
- iv) To supplement the University's financial resources to the possible extent.

28.2 Consultancy Advisory & Monitoring Committee (CAMC)

In order to achieve the objectives set out, a Consultancy Advisory & Monitoring Committee (hereafter referred to as CAMC) will be set up in the University with the following composition:

- i) Vice Chancellor - or his nominee : Chairman (Authorized Officer)
- ii) Two Deans of University Schools of Studies to be nominated by Vice Chancellor

The Vice-Chancellor on the recommendations of CAMC may co- opt for any member(s), as per the requirement.

28.3 Consultancy – Definition and scope

Consultancy shall be in area of expertise of the University / individual preferably its thrust areas. For the purpose of definition, there shall be three categories of consultancy, viz.

- I. **Institutional Consultancy:-**Wherein the services shall comprise of technical, engineering, scientific or other professional advice / assistance based on the available knowledge / expertise in the University and envisaging use of University facilities (without disturbing the academic schedule) for essential discharge of duties including experimentation needed to meet the objectives of the consultancy assignment. (hereafter referred to as Category I.)
- II. **Routine Consultancy:-** Wherein the services involved routine laboratory testing and no interpretation of the results is called for. Neither any technical advice is to be rendered nor the test results are to be processed further. The routine consultancy may be: (A) Equipment Intensive or (B) Consumable Intensive. (here after referred to as Categories II A & II B respectively.)
- III. **Individual Advisory Consultancy:-** Wherein the services would involve technical, engineering, scientific or other professional advice provided to a

client purely on the basis of available expert knowledge and experience of individual rendered outside the University and envisaging minimal use of infrastructural facilities and secretarial services of the University (without disturbing the normal functioning and academic schedule of the University).(here after referred to as Category III.)

Any consultancy assignment, which does not strictly fall under the category of Individual Advisory Consultancy, shall be considered as 'Institutional Consultancy'. The CAMC for approving the consultancy shall have the powers to decide on the category of a particular consultancy.

28.4 Eligible for undertaking consultancy assignment

The Vice Chancellor and the members of the faculty are permitted to undertake consultancy work to the extent that it will not interfere with the discharge of their normal duties. Research /postgraduate students shall be encouraged to participate in these assignments. University's officers and technical staff having Ph.D. degree or possessing qualifications considered appropriate for the project would also be permitted.

Provided that the consultancy should be limited to an average of one day in a week leading to a ceiling of 52 days in a year excluding the vacation periods. This ceiling can be relaxed by the Vice-Chancellor in special circumstances.

28.5 Functions of CAMC

The functions of Consultancy Advisory and Monitoring Committee (CAMC) will be to:

- give broad guidelines for consultancy work;
- bring out consultancy information systems, catalogues periodically;
- identify and prepare list of consultants in different fields;
- prepare a roster of available human resources on the basis of time schedule;
- consider consultancy proposals;
- to appoint a Consultancy Incharge (CI) where ever necessary, identify a team in consultation with CI, to be associated for specific consultancy assignments; and
- to co-ordinate work relating to consultancy assignments and review of progress;

28.6 Consultancy assignments

Proposals for consultancy assignments shall be submitted in the prescribed format, attached herewith as an Appendix

28.7 Criteria for processing consultancy proposals

The offers of consultancy or proposals for award of consultancy at different levels, shall be submitted to "Consultancy Advisory & Monitoring Committee" and be examined in respect to the following:

- (i) Whether physical or other infrastructural facilities required for carrying out consultancy assignments are available in the University School(s) of Studies.
- (ii) Whether acceptance of consultancy assignment is befitting the academic status of the University.

- (iii) Whether amount of consultancy fees offered is commensurate with fees chargeable as per guidelines.
- (iv) Whether the return to the University is commensurate with the potential and likely gains to the client as a result of transfer of in- house technology know-how.
- (v) Whether the consultancy would add to the knowledge and professional competence in the University.

28.8 Formulation of consultancy proposals

In case the University proposal is approached by a client for consultancy assignment(s), and the CAMC decides in principle to accept the CAMC will identify the Consultant Incharge (CI) who possesses competence in the specific field in which consultancy proposal is to be formulated; and refer the client(s) to the CI. The CI, then will prepare the proposal in the prescribed format. After concurrence of the client, the proposal will again be put up to the CAMC for final approval.

28.9 Finalization of Consultancy Proposal

The consultancy proposal should be finalized bearing in mind the following:

- (a) The outlines of work and terms of reference of consultancy assignment must describe clearly and unambiguously the desired level of output.
- (b) The facilities required for executing the consultancy assignment are clearly brought out.
- (c) The procedures and programmes for execution of the assignment should be mutually agreed upon.
- (d) The time frame for the project.
- (e) The project proposal will clearly indicate:-
 - names of members of the team, including non teaching, if any.
 - their share of consultancy fees;
 - duties and responsibilities (including targets involved) assigned to each member of the team;
 - in case a member of team/consultant from outside the University is associated, his/her duties and responsibilities, as well as fees payable should be specified;
 - assistance needed from the client group in respect of work, transport and supply of basic data, laboratory facilities etc. should be spelt out and responsibilities fixed on the client group.
 - the officer(s) of the client group to be liaised for consultation in regards to the assignment should be specified.
 - the expenditure details of the consultancy assignments should be specified.

28.10 Expenses connected with the Consultancy Project

The detailed costing of the project would include following components:-

1. Cost of Manpower deployed
2. Cost of Infrastructure
3. Cost of raw material and consumables
4. Payment to outside experts / manpower proposed to be associated / engaged
5. T.A. and D.A.
6. Contingencies and / or overheads.
7. Consultancy fees

28.11 “Research & Consultancy Development Fund”

A part of the consultancy amount received under any of the Consultancy job / project would be placed under a separate head namely the ‘R&C Development Fund’ and would not be amalgamated with general revenues of the University.

The guiding principles for the utilization of these funds would be as follows :-

- (a) Finance Officer with the approval of Chairman, CAMC shall operate this fund.
- (b) The amount shall be utilized to promote research and consultancy work, to institute incentive awards for outstanding research /consultancy development work, and for any other purpose approved by the Vice Chancellor.

28.12. Utilization of the Consultancy amount received

The consultancy amount shall be credited to the ‘Research & Consultancy Development Fund’, (clause 11)/ University revenue as specified in Appendix.

28.13 Expenditure Sanctioning Authority

The CI shall have financial power to sanction expenditure upto Rs. 50,000/- under the assigned consultancy project; Chairman, CAMC shall have sanctioning authority upto 1 Lac; above 1 Lac power shall be with Vice Chancellor.

28.14 Standard terms and condition

The terms and condition as laid down in Appendix – II will be binding on every consultancy assignment unless and otherwise agreed upon before the start of the work and approved by CAMC. The agreement shall be made with the client in such cases, in a legally vetted format.

28.15 Other applicable conditions

- i) All purchases, however, shall be made following the normal University Purchase Rules. The procured items using the funds shall be properly accounted for and shall remain the property of the University unless and until agreed upon otherwise by both parties before the commencement of the project.
- ii) The ‘TA/DA’ (both national & international travels) rates must be settled with client and be spelled in the initial proposal. If no rates are settled, the payment will be made as per University rules.
- iii) In case the consultancy work results in a patent, CSIR-IPR Rules will apply. The University shall be a one of the co-assignee of the patent.
- iv) A copy of all reports submitted to the Client will be filed to the CAMC. In case the information in the reports is considered classified by the Consultant/Client a brief note to this effect may be filed.
- v) Once the proposal is cleared by the CAMC, the CI will deal directly with client in all matters regarding a particular job; and the Faculty-in-Charge of groups/Dean(s) of the School(s) will deal directly with Client(s) in all matters concerning Routine Consultancy.

DISTRIBUTION OF THE AMOUNT RECEIVED IN THE CONSULTANCY PROJECT

S.No.	Expenses/ /Budget Head	Institutional Consultancy	Routine Consultancy		Individual Advisory Consultancy
		I	IIA (Equipment Intensive)	II B (consumables Intensive)	III
(i)	Research & Consultancy Development Fund	25%	25%	25%	25%
(ii)	University Revenue	15%	35%	15%	5%
(iii)	(a) Cost of raw material and consumables (b) Payment to outside experts/ required manpower proposed to be associated/engaged (c) T.A. and D.A. (d) Contingencies etc.	As proposed by CI and approved by CAMC	As proposed by CI and approved by CAMC	As proposed by CI and approved byCAMC	---
	(Consultancy fees to Consultant(s) and his/ her associated team	60% - (iii) (Intra team distribution as proposed by CI and approved by CAMC)	40% -(iii) (Intra team distribution as proposed by CI and approved by CAMC)	60% - (iii)(Intra team distribution as proposed by CI and approved byCAMC)	--

Note: Percentages correspond to that of total consultancy amount

Appendix-II

Standard Terms and Conditions & Agreement Form of Contract for Consultancy

These terms and conditions cover projects of specific interest to Client. The conditions are binding unless and otherwise agreed upon in a separate document.

1. **Project Planning:** The University shall, together with the Client, prepare work plan and budget for the project. The plan shall normally be accepted by the Client before the commencement of the work on the project. The University and client shall agree on the form and frequency of the formal reports concerning the progress and the results of the work.
2. **Responsibility:** The University undertakes to carry out the consultancy project as conscientiously as conditions allow, but accepts no economic responsibility, should the work not lead to expected results. The University accepts the project on condition that the Client renounces all rights to claim damages for losses sustain directly or indirectly in consequence of the work done by the University.
3. **Results of the project & inventions:** All reports are to be sent to the client in duplicate. The University reserves the right to retain a copy. The results of the work done in connection with the project and/or inventions shall remain property of the Client until and unless agreed upon otherwise, before the start of the project. This also includes all IPR issues related to the project. However, the University reserves the right to use such results in connection with activities outside the scope of the project.
4. **Publishing:** Manuscripts of academic papers, brochures, advertisements, etc, which refers to or quote, both parties before publishing shall vet the propriety results of the project.
5. **Apparatus/equipment:** Instruments and/or equipments acquired in connection with the project and charged from the Client remain the property of Islamic University of Science and Technology, unless otherwise the University and client specifically mutually agrees it to.
6. **Termination of the project:** The Client has a right to terminate the project at any time, but shall be liable for all reasonable expenses incurred in connection with halting work already in progress according to the agreed work program. The University has a right to terminate the project with three months' notice except where otherwise agreed upon. The Client in this case shall not be liable for any expenses incurred after the period of notice.
7. **Normal mode of payment:** The payment of the University's Charges for the consultancy work are required to be deposited in full (unless otherwise it is specifically agreed by the University) before the start of the work, through crossed bank draft/ cheque drawn in favour of Registrar, Islamic University of Science and Technology.
8. **Disputes:** In the event of any dispute or difference between the parties hereto, such dispute/differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute/difference shall be referred to an outside arbitrator to be nominated by the Vice Chancellor (Executive Council wherein VC is CI) of the University for a reasoned Award. The Award of the arbitrator shall be binding on the parties to the dispute.

Consultancy Assignment Proposal and Agreement Form

TITLE OF THE CONSULTANCY (Kindly fill in BLOCK letters)

CONSULTANT INCHARGE

Name: _____ **Designation:** _____

School : _____

Telephone: Direct: _____ EPABX:

Extn _____ Email: _____

EXPECTED TIME SCHEDULE

Duration: _____ Years _____ Months _____ Weeks _____ Days.

Starting Date: _____

CLIENT DETAILS (Kindly fill in BLOCK letters)

Firm's Name: _____

Address: _____ Contact Person's

Name: _____

Designation: _____

City: _____ Pin: _____ Ph. _____ Ext. _____

Fax _____ Email _____

TOTAL CHARGES AND PAYMENT DETAILS

Mode of Payment: By Cheque By draft Electronic Transfer

Currency: Indian Rupees Foreign Country: Currency:

Payment enclosed: Full Payment Part Payment

Total Value (in figures) Total Value (in Words) Bank's Name and Branch

DD/Cheque No. DD/Cheque Amount DD/Cheque Date