

Doctor Harisingh Gour Vishwavidyalaya, Sagar

CONSULTANCY RULES



Dr. Harisingh Gour Vishwavidyalaya, Sagar (MP)
(A Central University, Sagar)

Doctor Harisingh Gour Vishwavidyalaya, Sagar (M.P.)

CONSULTANCY RULES

1. Scope of Consultancy Services offered

- 1.1 Consultancy Services may be offered to Industries, Service Sector, Govt. Departments and other National and International agencies in niche areas of expertise available in the University.
- 1.2 The service offered shall be along the lines of 'Professional Services' and will hence carry with them obligations and ethical requirements associated with such services as indicated in the standard terms and conditions (Appendix 1).
- 1.3 Consultancy services offered may cover a variety of activities such as Feasibility Studies; Academic investigation; Development of Technology; Monitoring and evaluation works; Training & development activities; Technology Assessment; Assessment of Designs; Material, Energy, Environmental and Manpower Audits; Product Design; Process Development, Software Development; General Trouble-shooting, Retrofitting Exercises, Intensive efforts for transfer of highly focused skills and expertise to select groups in specific organizations, vision and strategy statement and so on. Other extension activities including action research, and carrying out surveys and documentation.
- 1.4 Testing & Evaluation services are to be normally offered in selected specialized areas. In order to meet the needs of certain Governmental and related agencies. A special clients (with long term association with the University) routine testing services may be offered, but to a limited extent.
- 1.5 Standardization and Calibration services may be offered in areas in which facilities are available or can be augmented. Such services should normally be backed by periodic Calibration / Standardization of laboratory equipment used for such purposes.
- 1.6 Jobs which are too complex to handle, by virtue of certain constraints inherent in any academic and research environment - such as execution of certain types of works, should not normally be taken up irrespective of the availability of expertise and perceived needs of the clients.
- 1.7 All Consultancy and related Jobs need to be structured and executed in the spirit of promoting University -Industry Interactions, as a vehicle for augmenting (current) levels of excellence in teaching and research, for proper placement of university graduates (PhDs / M.Tech.(Applied Geology) /M.Pharma /B.Pharma/M.Sc./Management/M.Com and M.A) and in the process, generating funds.

2. Project Category

- 2.1 Each project shall be undertaken under either
 - i. Standard Terms and Conditions (Appendix 1) specific research agreement

or

ii. Memorandum of Understanding describing the details of contract.

In the former case, the work is taken up in good faith between the consultant and the client, the obligations and responsibilities of both parties being limited by the standard terms and conditions.

The latter case refers to projects that usually involve non-disclosure agreements, detailed negotiations of contract terms and signing of contracts in the form of agreement or MOU.

2.2 Consultancy and related services offered will be divided mainly into two categories:

Category 1: Expert Advice and Development Projects:- This type of project will be Expertise intensive and based on the expertise of the Consultant.

Category 2: Testing Projects:- This type of project will be Infrastructure intensive and will be based on extensive usage of the University infrastructure

3. Eligibility for Undertaking Consultation

Consultancy and related assignments can be taken up by full time faculty members and Core Research Scientists of Departments / Centers / Schools.

4. General Consultancy Rules

Consultancy work taken up by Consultants is subject to the following limits:

- 4.1 The time spent on consultancy and related assignments shall be limited to the equivalent of 52 working days in a year, preferably at the rate of one working day per week. In addition, Consultants may be permitted to utilize, on an average one non-working day per week.
- 4.2 Consultancy assignments may be taken up and implemented, within the constraints indicated above, provided they do not have any adverse impact on the **ongoing academic, research and related activities**.
- 4.3 The services of permanent employees of the University may be utilized for the execution of the consultancy projects provided it does not affect their primary functions and responsibilities to the University.
- 4.4 Students who are willing to work on consultancy projects may be permitted as per University norms providing it does not affect their academic commitments and performance. Such work by students may be compensated by suitable honoraria.
- 4.5 Travel out of the campus on account of consultancy activities should be undertaken with intimation to the **Head of the Department / Centre / School**. In case of Heads of these entities, intimations should be sent to the Dean/Director (R&D).
- 4.6 Consultancy projects are normally initiated by requests / enquiries from the industry directly to the University or by discussion between the industry and the Consultants.

- 4.7 When the enquiry is directly received by the University, the work will be assigned to specific consultants or groups of consultants depending on their expertise, and existing commitments, by the Director R&D.
- 4.8 In the event of a client preferring the services of a specific consultant, the assignment may normally be assigned to the identified person. All acceptance letters will be sent by the Director (R&D).
- 4.9 Consultancy project proposals (prepared in response to a client's request) are to be approved by the Director (R&D) who may examine the scope of the work and cost estimates. It is essential to discuss proposed work plans with a client vis-a-vis the scope, in order to obtain clarity before the consultant prepares the cost estimates.
- 4.10 The charges, once finalized, will not be negotiable. However, if the scope is altered, a fresh estimate may be considered.
- 4.11 The minimum charges applicable in respect of consultancy jobs will be Rs.10,000 excluding any applicable tax.
- 4.12 It is desirable that Preliminary Diagnostic Discussions / Site Visits, leading to the generation of consultancy proposals may be charged at a minimum rate of Rs.5,000/- (or US\$200 or equivalent in the case of international assignments) per day or part thereof, in addition to travel and incidental expenses as applicable.
- 4.13 Consultant should be aware of the potential for the generation of Intellectual Property during the execution of projects. The Intellectual Property Policy of the Institute will govern all decision and actions concerning the generation, handling, protection and commercialization of the Intellectual Property. All rights pertaining to any intellectual property generated / created / invented in the due course of the project, will be the joint property of Doctor Harisingh GourVishwavidyalaya, Sagar and the Client if both the parties are agreed. Terms and conditions regarding transferring / assigning / selling these rights to the client shall be governed by a separate written and agreed to document if required.
- 4.14 The services of external consultants (especially retired Faculty / Research Scientists / Research Engineers) may be utilized to a limited extent in order to provide comprehensive services to clients. The consultant fees payable to External Consultants may not, normally, exceed 40% of the total project cost.
- 4.15 The charges for any assignment are normally payable in advance. However, exceptions may be made in respect of assignments involving charges exceeding Rs.1,00,000/- and with implementation periods exceeding 3 months, and a payment schedule linked to milestones can be worked out.
- 4.16 All necessary charges including transportation, taxes, demurrages etc. shall be borne by consulting agency/organization/part for all transferring the samples/goods/equipment's etc. to the consultant of Doctor Harisingh GourVishwavidyalaya, Sagar.
- 4.17 On completion of the project, the equipment's, apparatus, software's, computers & accessory bought under the agreement shall become the property of Doctor Harisingh GourVishwavidyalaya, Sagar

5. Costing of Consultancy Projects

- 5.1 Consultant Fees (CF): This will be based on mutual agreement between consultant and consulting party which will also include the testing charges of sophisticated equipment's.
- 5.2 Charges for Personnel engaged in Technical Services (CPTS) other than consultant are payable to the auxiliary employees of the University for their effort in the execution of the project. The CPTS is limited to 30% of the project cost for Category 2 jobs.
- 5.3 Project Staff Salaries (PSS): This refers to the salaries payable to temporary staff employed specifically for the project. The project shall also provide House Rent Allowance (HRA) as per the university rules.
- 5.4 Operational Expenses (OE): These include expenses incurred on consumables, contingencies, travel and daily allowance, honoraria for students and all other expenses related to the consultancy project.
- 5.5 Overheads (OH): Overheads will be charged at the rate of 20% of PSS, and OE as applicable.
- 5.6 Capital Equipment (CE): This will include charges for the purchase of specific equipment /software's for implementation of consultancy projects. No overheads are charged on this.
- 5.7 Service tax and other taxes as applicable shall be provided in the project cost.

6. Disbursement

The disbursement of total amount received under consultancy project shall be executed by Director, Research and Development, Doctor Harisingh Gour Vishwavidyalaya, Sagar and net earnings of the consultancy project shall be shared in a ratio of 80:20 between consultant and Doctor Harisingh Gour Vishwavidyalaya, Sagar.

7. Research Development Fund (RDF)

To facilitate Consultants close accounts of all concluded projects and enable them to provide for funds to support their ongoing research, equipment maintenance, laboratory development etc., and all unspent balances in closed projects after deduction of 15% overheads will be transferred to an open ended Research Development Fund (RDF) in the name of the Consultant.

8. Other Matters

Earnings for Technology Transfer, Revenue Sharing and Royalty will be governed by the Intellectual Property Policy of the Institute.

Appendix 1

STANDARD TERMS AND CONDITIONS

1. **DECLARATION:** All work undertaken by Doctor Harisingh GourVishwavidyalaya, Sagar as part of the project will be in good faith and based on material / data / other relevant information given by the Client requesting for the work.
2. **CONFIDENTIALITY:** Due care will be taken by Doctor Harisingh GourVishwavidyalaya, Sagar to maintain confidentiality and discretion regarding confidential information received from the Client, including but not limited to results, reports and identity of the client.
3. **REPORTS:** Any test or other consultancy report given Doctor Harisingh GourVishwavidyalaya, Sagar will be based on work performed according to available standards and / or open domain literature. In any event, this report may not be construed as a legal document, certificate or endorsement and may not be used for marketing of the products or processes, without prior consent from Doctor Harisingh GourVishwavidyalaya, Sagar. The institute reserves the right to retain one copy of the report and use the results of the project for its internal teaching and research purposes.
4. **WORK PERFORMANCE:** Every effort will be made to complete the specified work according to the planned time schedule. However, Doctor Harisingh GourVishwavidyalaya, Sagar will not be held responsible for delays caused beyond its reasonable control.
5. **CONFLICT OF INTEREST:** Doctor Harisingh GourVishwavidyalaya, Sagar may take up work for other clients also in the same area, provided, to the best of the University knowledge, there is no conflict of interest in undertaking such projects.
6. **PAYMENT:** The payment of consultation charges to Doctor Harisingh GourVishwavidyalaya, Sagar are to be made in advance and in full before the start of the project, through a demand draft / crossed valid cheque, drawn in favour of The Registrar, Doctor Harisingh GourVishwavidyalaya, Sagar and sent to the Consultant or the address overleaf. The charges will also include any applicable tax as prescribed by the Government of India from time to time.
7. **TERMINATION:** The project work may be terminated by either of any party by giving the other party a notice period of 30 days. However, both parties will meet any residual obligations in connection with the project.
8. **LIABILITY:** Doctor Harisingh GourVishwavidyalaya, Sagar shall not be held liable for any loss, damage, delay or failure of performance, resulting directly or indirectly from any cause, which is beyond its reasonable control (Force Majeure). The liability of Doctor Harisingh GourVishwavidyalaya, Sagar shall be limited to the funds received for the project.
9. **INTELLECTUAL PROPERTY RIGHTS:** All rights pertaining to any intellectual property generated / created / invented in the due course of the project, will be the joint property of Doctor Harisingh GourVishwavidyalaya, Sagar and the Client if both the parties are agreed. Terms and conditions regarding transferring / assigning / selling these rights to the client shall be governed by a separate written and agreed to document if required.
10. **RESOLUTION OF DISPUTES:** Any disputes arising out of the project shall be amicably settled by both the organizations. Any unsettled disputes may be subject to resolution as per the Indian Arbitration and Conciliation Act 1996 and within Sagar Court (M.P.).

The following terms and conditions will apply to all projects taken up by Doctor Harisingh Gour Vishwavidyalaya, Sagar, unless otherwise mutually agreed to in a separate document.

Sample Calculation:

Estimate for the Consultancy as per the rules:

Sr.No.	Head of Expenditure	Amount (Rs.)	Remarks if any
1.	Consultant Fee (CF)	45000=00	
2.	CPTS (Charges for Personnel in technical Service)	5000=00	
3.	Project Staff salaries (PSS)	-	-
4.	Operational Expenditure (OE)	12000=00	
5.	Overheads (20% of 3+4)	2400=00	
6.	Total	64400=00	
7.	Service tax @ 8% of 6	5152=00	
8.	Grand Total (6+7)	69552=00	

Disbursal and closure of the project

Case 1:

If the project is complete and no OE has been utilized, then the sum under OE and OH (12000+2400) can be clubbed into the Consultant Fee (CF) to make the total 45000+14400= 59400 and disbursed as follows:

To be disbursed	Amount (Rs)	University share (20%)	Consultant share (taxable)
CF	59400	11880	47520
CPTS	5000	1500	3500

Case 2:

If the project is complete and OE is unspent and the consultant does not want to disburse more than Rs.45000 as originally allocated. The OE and OH will be clubbed (Rs.14400) and after a deduction of 15% overhead of Rs.2160, the remaining Rs.12240 will be transferred to the respective RDF.

Case 3:

If the project has had some expenditure under OE, e.g. Rs.5000, and the project is to be closed as in Case 1.

- | | |
|--------------------------------------|---|
| a. OE spent: | Rs.5000 |
| b. OH to be deducted: | Rs.1000 (20% of OE) |
| c. Total OE+OH budgeted: | Rs.14400 |
| d. Balance to be transferred to CF: | $\text{Rs.}14400 - 6000 \{c - (a+b)\} = \text{Rs.}8400$ |
| e. New total for CF to be disbursed: | $\text{Rs.}45000 + 8400 = 53400$ |

**Doctor Harisingh GourVishwavidyalaya, Sagar
Research and Consultancy Centre**

Job No.

Date:

Account code:

Category 1 job: Expertise based consultancy

1. Name of Consultant:

2. Department/Centre/School:

3. Cost estimate under the Consultancy Rules

S.No.	Head of expenditure	Amount (Rs)
i.a.	Consultant Fee (CF)	
i.b.	External Consultant ($\leq 40\%$ of vi)	
ii.	Charges for Personnel in Technical Services (CPTS)	
iii.	Project Staff Salaries (PSS)	
iv.	Operational Expenditure (OE)	
v.	Overheads (20% of iii + iv)	
vi.	Total	
vii.	Service tax @ 8% of vi.	
viii.	Grand total (vi + vii)	

Signature of the Consultant:

Signature of HOD:

Signature of Dean/Director R&D:

Date:

**Doctor Harisingh GourVishwavidyalaya, Sagar
Research and Consultancy Centre**

Job No.

Date:

Account code:

Category 2 job: Testing jobs

1. Name of Consultant:

2. Department/Centre/School:

3. Cost estimate under the Consultancy Rules

S.No.	Head of expenditure	Amount (Rs)
i.	Consultant Fee (CF) ($\leq 20\%$ of vi)	
ii.	Charges for Personnel in Technical Services (CPTS) ($\leq 30\%$ of vi)	
iii.	Project Staff Salaries (PSS)	
iv.	Operational Expenditure (OE)	
v.	Overheads (20% of iii + iv)	
vi.	Total	
vii.	Service tax @ 8% of vi.	
viii.	Grand total (vi +vii)	

Signature of the Consultant:

Signature of HOD:

Signature of Dean / Director R&D:

Date:

**Doctor Harisingh Gour Vishwavidyalaya, Sagar
Research and Consultancy Centre**

Job No.

Date:

Account code:

CONSULTANCY DISBURSAL FORM

1. Name of Consultant:

2. Department/Centre/School:

3. All outstanding Advances settled: Yes No

4. Total amount to be disbursed (Rs.):

4.1 Consultant Fee

Name/Department	Salary code	Amount to be disbursed (Rs)	University share (20%)	Consultant share (80%)

4.2. CPTS

Name/Department	Salary code	Amount to be disbursed (Rs)	University share (20%)	Consultant share (80%)

4.3 External Consultant

Name	Amount to be disbursed (Rs)	University share (15%)	External Consultant share (85%)

(Note: All undisbursed amounts will be transferred to the RDF after a 15% overhead deduction)

5. Signature of Consultant

6. Signature of Dean/Director R&D