

CENTRAL UNIVERSITY OF PUNJAB

Policy for Consultancy

Preamble

The policy for consultancy envisions to develop a channel to provide knowledge and expertise to generate revenue for the university from industry and other external institutions/sources for providing solutions to challenging problems. It shall also provide the framework for promoting academia-industry interaction for catalyzing innovation, growth and for accelerating the development of new break-through. This policy shall ensure that consultancy undertaken by the faculty are consistent with the objectives of the University and the costs are sustainable. All Consultancy and related activities shall be structured and executed in the spirit of augmenting excellence in teaching and research, for enhancing placement of University students.

Scope of Consultancy Services to be offered

- a) Consultancy Services shall be offered to Industries, Service Sector, Govt. or private agencies, including National and International agencies in the niche areas of expertise available in the University by any individual or a group of teachers of the university alone or jointly with the expert(s) from other institutions.
- b) The services offered shall be along the lines of 'Professional Services' and hence carry with them obligations and ethical requirements associated with such services as indicated in the standard terms and conditions (Appendix 1).
- c) Consultancy services offered shall cover a variety of activities such as Adequacy reports, Feasibility Studies; Academic investigation; Development of Technology; Monitoring and evaluation works; Training & development activities; Technology Assessment; Assessment of Designs; Material, Energy, Environmental, Manpower or any other type of Analysis and 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 may include action research, and carrying out surveys, documentation etc.
- d) The routine academic activities like thesis/dissertation adjudication, question paper setting and moderation, examination, editorial, reviewer activities, Book royalty, honorarium for Expert Committee meetings, invited lectures, invited training programmes, organization of

- conferences/workshops etc. shall not be covered under this policy.
- e) Testing, analysis & evaluation services shall also be offered in selected specialized areas to meet the needs of Government, semi-govt., autonomous, private and related agencies.
 - f) Standardization and Calibration services shall 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.
 - g) Activities which are too complex to handle, by virtue of certain constraints inherent in any academic and research environment shall not normally be taken up irrespective of the availability of expertise and perceived needs of the clients.

All such activities of consultancies shall be taken up by the faculty members to an extent that it should not affect the teaching and research activities.

Classification and categorization

Consultancy and related services offered shall be classified as:

- a) **Individual Consultancy** means the consultancy that is brought to University by personal initiative of any faculty member(s).
- b) **Institutional Consultancy** that deals with consultancy received by the University.

Further, these shall be divided into two categories:

Category 1: Expert Advice and Development Projects: These types of projects shall be expertise-intensive and based on the expertise of the Consultant.

Category 2: Testing Projects: These types of projects shall be infrastructure intensive and based on usage of the University infrastructure and resources.

Administration of Consultancy services

- a) In case of individual consultancy involving only **Category 1**, the consultant shall have the flexibility to chart out the overall administration of the project, costing of consultancy, and other administration activities of consultancy. The consultant shall require sending the information of the consultancy (s/he intends to take) to the Dean, Research and a copy to finance section through HoD along with full details of the consultancy as per the prescribed Proforma.

- b) Institutional Consultancy projects or **Category 2** projects, the services shall be monitored by an Administrative Committee consisting of the following:
- (i) Dean, Research - Chairperson
 - (ii) Dean of the concerned School
 - (iii) Head of the concerned Department(s)
 - (iv) Consultant(s) faculty
 - (v) Representative of account branch not below the level of Assistant Registrar
 - (vi) Convener of the committee to be nominated by the Vice Chancellor among the Consultant(s) of the project.

Powers and functions of the Consultancy Committee

- a) The committee shall be responsible for overall administration of the project under para 2(b).
- b) The committee shall workout the costing of Consultancy.
- c) The committee shall approve the expenditure for the project.
- d) The committee shall also act as selection committee for the project staff or other such requirements (if any) for successful and timely completion of the project.
- e) The committee shall recommend necessary measures, if required, for successful completion of the work for the approval of the Competent Authority.

Project terms and conditions

Each project shall be undertaken either under Standard Terms and Conditions (**Appendix 1**) or specific agreement. The work shall be 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 or Memorandum of Understanding describing the details of contract. If, the execution of the projects involves non-disclosure agreements, it shall be carried out on the basis of terms and conditions mentioned in the contracts/MoU signed between the parties.

Eligibility for Undertaking Consultancy

- a) Consultancy assignments shall be taken up by any faculty members of the University.
- b) Consultancy work shall be subject to the following conditions:
 - (i) The consultancy leave shall be limited to the equivalent of 30 working days in an academic year. It shall not exceed seven days at a stretch including Saturdays and Sundays.
 - (ii) The consultant shall take extra classes to complete assigned

academic and teaching responsibilities.

Hiring of project staff and/or engagement of university and/or ancillary employees, casual staff for consultancy work

- a) The services of any University employee shall be utilized for the execution of the consultancy projects as per mutual understanding provided that it does not affect their primary functions and responsibilities to the University. In such cases, they shall be paid TA, DA and honorarium etc. as per the entitlement/rule. In case no rule is available for any particular level employee and/or any other activity, the expenditure for these shall be made by the consultant towards consultancy work with the approval of the Competent Authority.
- b) The student(s) may be involved in consultancy projects as per University norms provided it does not affect their academic commitments and performance as well as is not in contradiction with the norms of UGC/funding agencies. Remuneration may be paid to these students along with payment towards TA and DA as per rules.
- c) There may be requirement of skilled and semi-skilled staff or daily labour for a project, the wages to them shall be paid as per rules from the Consultancy Project.

General rules

- a) Travel out of the campus on account of consultancy activities shall be undertaken with intimation to the Head of the Department/ Centre/ School. In case of Heads and Deans of these entities, intimations shall be sent to the Dean, Research. Students can travel with permission of the Head of the Department.
- b) Consultancy projects may be initiated by requests / enquiries from individual or group of faculty members directly to the industry or through discussion between the industry and the Consultant(s). When the enquiry is directly received by the University, the work shall be assigned to specific consultants or groups of consultants depending on their expertise, by the Dean, Research with the approval of the Competent Authority.
- c) The consultancy charges, once finalized, shall not be negotiable. However, if the scope is altered by mutual agreement, a fresh estimate shall be considered.
- d) 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/- (US\$ 200 or equivalent in the case of international assignments) per day or part thereof, in addition to travel and incidental expenses as applicable.

- e) The Consultant shall be aware of the potential for the generation of Intellectual Property during the execution of projects. The Intellectual Property Policy of the university shall govern all decisions 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, shall be the joint property of Central University of Punjab and the Client, if both the parties agree. The terms and conditions regarding transferring / assigning / selling these rights to the client shall be governed by a separate written agreement, if required.
- f) The services of external consultants (especially retired Faculty / Research Scientists/ Research Engineers) shall be utilized to a limited extent in order to provide comprehensive services to the clients. The consultant fees payable to External Consultants shall not exceed 40% of the share of the consultant.
- g) The charges for any assignment are payable in advance. However, exceptions may be made in respect of assignments involving charges exceeding Rs. 50,000/- or charges to be paid by Government, semi-government or autonomous bodies etc. and with implementation periods exceeding 3 months, and a payment schedule linked to milestones can be worked out.
- h) 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 the university.
- i) The charges for using services of Central Instrumentation Laboratory shall be same as applicable for the internal staff/faculty.
- j) On completion of the project, the equipment, apparatus, software, computers & accessories bought under the agreement shall become the property of the university.

Costing of Consultancy Projects shall include:

- a) Consultant Fees (CF)
- b) Charges for Personnel engaged in the work including daily wage workers
- c) Project Staff Wages
- d) Operational Expenses (OE): These include expenses incurred on

consumables, contingencies, testing, analysis, travel and daily allowance, remuneration for students and all other expenses related to the consultancy project.

- e) Any other expenditure related to consultancy.
- f) Capital Equipment (CE): This will include charges for the purchase of specific equipment/software for implementation of consultancy projects.
- g) Service tax and other taxes as applicable shall be provided in the project cost.

Disbursement of consultancy payment

- a) All the consultancy payment shall be taken in the University account for the purpose from where all payments shall be disbursed.
- b) The disbursement of total amount received under consultancy project shall be executed by the accounts branch, the CUP on written demand of consultant and recommendation of the HoD in case of individual consultancy involving Category-1. In Category-2 consultancy project/s, the payment to consultant shall be made on recommendation of the Administrative Committee and approval of the Competent Authority.
- c) The total amount received for the consultancy shall be shared in a ratio of 70:30 between Consultant: University respectively. The consultant shall bear all the expenses related to the project from her/his share. The payment of the fee to the consultant(s) shall be made after completion of the consultancy work.
- d) If two or more consultants work jointly, the funds shall be divided as per mutually agreed terms in advance at the time of consultancy agreement.
- e) Payment on *pro-rata* basis shall be given to consultant(s) for projects involving more than 6 months' duration.
- f) The consultant can place purchase order or make expenditure up to Rs. 25000/- only as at a time towards purchase of consumables, payment towards TA, DA, Honorarium, and Stay, payment of daily wage workers or any such activity which need instant payment with the approval of Dean, Research. In case of expenditure more than Rs. 25,000/-, the approval of the Competent Authority is a prerequisite.
- g) Consultant may withdraw advance in case of project involving routine expenditure up to Rs. 25,000/- with the prior approval of the Dean, Research. Such matters shall be routed through Head of the Department and Dean of School concerned. All purchases and expenditure have to follow University rules. In case of advance

needed is more than Rs. 25,000/-, the approval of the Competent Authority is a pre-requisite.

Other Matters

- f) Earnings for Technology Transfer, Revenue Sharing and Royalty shall be governed by the Intellectual Property Policy of the CUP.
- g) On completion of each project, the consultant shall submit undertaking that s/he has completed the work successfully and shall get a certificate from the industry/entity in this respect and attach with the disbursement form.
- h) The Consultant shall maintain complete record of the consultancy work.

Appendix 1

STANDARD TERMS AND CONDITIONS

1. **DECLARATION:** All work undertaken by CUP, as part of the project shall be in good faith and based on material / data / other relevant information given by the Client requesting for the work.
2. **CONFIDENTIALITY:** Due care shall be taken by CUP, 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 CUP, shall 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 CUP. 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 shall be made to complete the specified work according to the planned time schedule. However, CUP, shall not be held responsible for delays caused beyond its reasonable control.
5. **CONFLICT OF INTEREST:** CUP shall 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 CUP, 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, CUP, Bathinda and sent to the Consultant or the address overleaf. The charges shall also include any applicable tax as prescribed by the Government of India from time to time.
7. TERMINATION: The project work shall 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: The CUP 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*).
9. INTELLECTUAL PROPERTY RIGHTS: All rights pertaining to any intellectual property generated / created/invented in the due course of the project, shall be the joint property of CUP and the Client, if both the parties agree. Terms and conditions regarding transferring/ assigning/selling these rights to the client shall be governed by a separate written agreement.
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 up to date amendments) and within the Courts exercising jurisdiction in Bathinda District.

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Form for undertaking consultancy Work

1. Name of Consultant:
2. Department/Centre/School:
3. Name of the entity offering consultancy project
4. Address: Contact details
5. Type of entity requiring consultancy- Government, semi-government, Autonomous, private etc.
6. Brief description of the work

Cost estimate under the Consultancy Rules

S. No.	Head of expenditure	Amount (Rs.)
1	Consultant Fee (CF)	
2	External Consultant	
3	Charges for Personnel in Technical Services/hiring of workers	
4	Project Staff Wages	
5	Operational Expenditure	
6	Any other (Specify)	
7	Capital Equipment	
	Total	
	Service tax only for applicable items	
	Total	

Consultant
HOD

Dean of School

Accounts Branch

Amount of Rs..... has been received from M/s..... through on dated for the consultancy. The work has been assignednumber.

Signature

Accounts branch will send the information back to Dean, Research, HoD and Consultant after receipt of money.

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CONSULTANCY DISBURSAL FORM

1. Name of Consultant:
2. Department/Centre/School:
3. All outstanding Advances settled: Yes No
4. Details of disbursement (Rs.):

S. No.	Head of expenditure	Amount (Rs.) Received	Amount Spent	Balance
1	Consultant Fee (CF)			
2	External Consultant			
3	Charges for Personnel in Technical Services/hiring of workers			
4	Project Staff Wages			
5	Operational Expenditure			
6	Any other (Specify)			
7	Capital Equipment			
	Total			
	Service tax (only for applicable items)			
	Total			

Total amount received will be shared in ratio of 70:30 between consultant and Central University of Punjab.

Consultant Share	University Share
70%	30%

I undertake that the work has completed successfully and no issue is pending.

Signature of the Consultant