

CHAROTAR UNIVERSITY OF SCIENCE AND TECHNOLOGY

Consultancy Policy

PREFACE:

Consultancy is an important activity for any organization imparting professional education like Charotar University of Science & Technology. Consultancy helps in multidirectional ways like:

- a. Enriching academics as it generates case studies and realtime application examples.
- b. Enhancing resource generation by way of addition of new Equipments, software etc and generating additional income.
- c. Enhancing image of individual as well as the organization.
- d. Enhancing Industrial Interaction and thereby placements.
- e. Bringing forth the importance of University to society.

CHARUSAT has identified Consultancy, as an activity to enhance academic excellence and to serve industry.

1. CONSULTANCY:

Any intellectual work undertaken for an organization or individual requiring expertise in a field of specialization will be termed as consultancy. It may be undertaken individually, departmentally or institutionally. Consulting will comprise of providing solution to a problem, developing/ improving a process or a product, offering a course work or part thereof in organizations other than University, developing curriculae for establishing new courses etc.

2. MODES OF CONSULTANCY :

There shall be three categories of consultancy assignments:

- (i) Individual Consultancy (IC)
- (ii) Departmental Consultancy (DC)
- (iii) Institutional Consultancy. (InsC)

2.1 Individual Consultancy (IC):

2.1.1 An individual Faculty Member or an Employee (Individual Consultant) taking up Consultancy by a Mutual Agreement with Client (Client shall mean any Organisation / Individual / Researchers / Department or Entity which assigns the work to CHARUSAT) will be known as *Individual Consultancy (IC)*. The Individual Employee will have the freedom to decide the Total Assignment Cost. However, He/She shall have to route the proposal through proper channel to the Registrar in the prescribed Proforma as given in **Appendix - A**.

2.1.2 Individual Consultant will be responsible for the Assignment Completion Report and Submission of the Audited Accounts.

2.1.3 Obtaining consultancy fees from the Client shall be the responsibility of the Individual Consultant.

2.1.4 All the legal liabilities will be the responsibility of the Individual Consultant.



2.2 Departmental Consultancy (DC):

- 2.2.1 More than one Individual from a Department can together take up an Assignment, which will be known as *Departmental Consultancy (DC)*. Such Assignments will be coordinated by one of the Team Members. He/She shall be termed as Lead Consultant, (LC) or Principal Investigator (PI). The Proposals will be prepared in Consultation with the Head of the Department and the Final Proposal will be routed through proper channel to the Registrar.
- 2.2.2 Lead Consultant / PI will be responsible for the Assignment Completion Report and Submission of the Audited Account.
- 2.2.3 Obtaining consultancy fees from the client shall be the responsibility of the Principal Investigator (PI) / Lead consultant (LC).

2.3 Institutional Consultancy (InsC):

- 2.3.1 An Inter Disciplinary Assignment where more than one Department is involved will be known as Institutional Consultancy (InsC). Such Assignments will be coordinated by one of the Team Members (PI) / LC and prepared in consultation with other faculties. Final Proposal will be routed through proper channel to the Registrar.
- 2.3.2 PI(s) will be responsible for the Assignment, Completion, Report and Submission of the Audited Account.
- 2.3.3 Claiming funds from the Client shall be the responsibility of the Principal Investigator (PI)/ Lead consultant (LC).

3. APPROVAL OF PROPOSAL AND OTHER ASPECTS:

3.1 Preparation & Submission for Approval of Consultancy Proposal

- 3.1.1 The Consultancy Assignments may arise either on request from Client or by proactive action from CHARUSAT faculty members/Employees.
- 3.1.2 In any of the cases of Consultancy assignment, a preliminary proposal shall have to be prepared by IC/PI/LC in the prescribed format giving all details about the nature of work ,personnel involved and fund to be utilized etc.
- 3.1.3 The preliminary proposal shall be approved by the Provost. On approval, this proposal can be communicated to the Client. After interaction with the Client, a final proposal shall be made, which shall be approved by the Provost. The assignment shall be undertaken based on the final proposal.
- 3.1.4 If the work involved is of longer duration and relates to major developmental work and payment is to be received in parts, the approval of Board of Management will be sought.

3.2 General

- 3.2.1 Permission may be given subject to the condition that the consultancy work undertaken will not interfere with the duties and work of the concerned employee(s) in the University.



3.2.2 Checklists for all Stages from the Acceptance to Actual Completion of the Assignment Proposal have to be prepared and well communicated by IC/PI/LC. The checklist shall serve as a monitoring tool.

3.2.3 Any mis-statement or suppression of facts, if found in the information provided by PI/IC/LC and also if it is found that the Consultancy work is interfering with regular duties of the person. The University shall withdraw the permission.

3.3 Handling Of Assignment Funds

3.3.1 The consultancy fees for the assignment will be received as per agreement in favour of "Registrar, Charotar University of Science and Technology".

3.3.2 For the purchase of Equipment / Instrument / Other Assets items, normal CHARUSAT Rules will be followed.

3.3.3 All the Equipment purchased from the Assignment Funds or donated by the Client for the assignment will be the property of the CHARUSAT.

3.4 Legal Liability

3.4.1 In any consultancy assignment CHARUSAT shall have limited legal liability to the extent covered in the terms of MOU.

4 MEMORANDUM OF UNDERSTANDING / MUTUALLY AGREED ASSIGNMENT PROPOSAL (MOU/MAPP):

4.1 MOU/MAPP can be finalized between the Client and IC / DC /InsC as per prescribed Performa or as prepared by the Institution, if necessary. The Registrar/representative will sign the MOU on behalf of CHARUSAT. Normal CHARUSAT Rules regarding MOU will be followed.

5 FINANCIAL INPUT AND DISTRIBUTION:

5.1 Distribution of Income through Fees for Scientific & Technical Advice Consultancy, etc, will be shared from the net income.

5.2 All necessary government taxes will be deducted as per rules.

5.3 Net Income means total fees less taxes and other expenditure i.e

- Consumable Expenses
- Other Expenses including Electricity etc.

6 SHARING:

6.1 Net Income shall be shared as under.

- 70 % to be distributed for Intellectual Inputs which shall mean all the Human Resource of CHARUSAT which are involved on the Consultancy assignments . This shall include all consultant , lab staff, support staff etc.
- 30% shall be with the CHARUSAT.



7 PROVISION FOR INTELLECTUAL PROPERTY RIGHT (IPR):

7.1 The potential for IP can be examined by the committee appointed by the CHARUSAT for the purpose. Then appropriate provision can be made in the MOU as per the advice of the committee.

8 DISAGREEMENTS / DISPUTES:

- 8.1 Any disagreement within the Institute arising at any stage of a consultancy project will be resolved in consultation with Principal to ensure an expeditious removal of bottlenecks and smooth functioning of the project.
- 8.2 In case of any dispute arising at any stage of Consultancy project between Investigator(s) and the client (s), the decision of the Provost will be final.
- 8.3 All legal action will be subject to jurisdiction at Civil Courts at Anand, Dist: Anand, Gujarat.

Handwritten signature/initials



CHAROTAR UNIVERSITY OF SCIENCE AND TECHNOLOGY
CONSULTANCY ASSIGNMENT PROPOSAL AND AGREEMENT
(Individual/Departmental/Institution) (For proposals of Rs.) _____

1. Title : _____
2. Name of the Consultant : _____
Designation : _____
Department : _____
Institution : _____
3. Client : _____
- 3.1 Firm : _____
- 3.2 Communicating Address : _____

- 3.3 Contact person in the Organisation : _____
- 3.4 Type of Organisation : _____
- 3.5 Formal request from the Client if any : _____

4. Expected Time Schedule : _____
- 4.1 Duration : _____
Starting Date : _____
End Date : _____
5. Total Charges : _____
6. Assignment Details : _____
- 6.1 Scope of the Work : _____
: _____
- 6.2 Receivables from the Client : _____
- 6.3 Deliverable to the Clients : _____
- 6.4 Methodology to be used /Facility required and place of availability : _____
- 6.5 Technical Assessment/ Advising : _____
- 6.6 Product Development : _____
- 6.7 Any other : _____
- 6.8 Any Prospect of Intellectual Property : _____

(Handwritten Signature)



CHAROTAR UNIVERSITY OF SCIENCE AND TECHNOLOGY
CONSULTANCY ASSIGNMENT PROPOSAL AND AGREEMENT
(Individual/Departmental/Institution) (For proposals of Rs. _____)

1. Title : _____
2. Name of the Consultant : _____
Designation : _____
Department : _____
Institution : _____
3. Client : _____- 3.1 Firm/Organisation : _____
- 3.2 Communicating Address : _____
- 3.3 Contact person in the Organisation : _____
- 3.4 Type of Organisation : _____
- 3.5 Formal request from the Client if any : _____
- 4. Expected Time Schedule : _____- 4.1 Duration : _____
Starting Date : _____
End Date : _____
- 5. Total Charges : _____
- 6. Assignment Details : _____- 6.1 Scope of the Work : _____
- 6.2 Receivables from the Client : _____
- 6.3 Deliverable to the Clients : _____
- 6.4. : _____- a Scope of the work : _____
- b Methodology to be used /Facility : _____
required and place of availability : _____
- c Technical Assessment/ Advising : _____
- d Product Development : _____
- e Any other : _____
- 6.5 Any Prospects of Intellectual Property : _____

7. Agreement between Client and University (MOU/MAPP) : This Contract for Consultancy Assignment consisting of two identical signed copies of which each Party retains one copy and is subject to the standard terms and conditions as given in the **Annexure-B** unless specifically agreed otherwise.

	Name	Signature
1.	Consultant-in charge	
2.	Head, Principal	
3.	CHARUSAT Registrar/representative	
4.	Client Organization's representative	



Detailed Break-up of Income

1. Personal Utilization Envisaged :

	Department	Designation
Name of consultant(s)		
Others/Academic Staff,		
Scientific Staff,		
Supporting Staff,		
Consultancy Scientists from outside CHARUSAT		

2. Present Involvement of Consultants :

Name(s) of Consultant	No. of Assignment	Estimated effort in person days per month overlapping duration of the proposed consultancy job
Current	- Sponsored Assignment	
	- Consultancy	
	- Others	

3. Breakup of Total Expenditure :

(a) Expenses / Assignment Costs		
(i) Cost of Administrative and labour staff	Rs.	_____
(ii) Cost of Technical and supportive staff	Rs.	_____
(iii) Cost of Materials	Rs.	_____
(iv) Contingency (etc)	Rs.	_____
(v) TA/DA	Rs.	_____
(vi) Computational charges	Rs.	_____
(vii) Auditing Charges	Rs.	_____
(viii) Infrastructure related expenses	Rs.	_____
(ix) Instrumentation/testing charges	Rs.	_____
(x) Any other	Rs.	_____
(b) Fees		
Fees for scientific and technical advice	Rs.	_____

Total Charges		
(Should tally with amount given in item-5 of Appendix -A)	Rs.	_____

Signature of the
Consultant/Principal Investigator
IC/ DC/InsC

Signature of the
Head of Dept.

Head of the Institution

Place :

Date :

Attachment to Appendix -A



CHAROTAR UNIVERSITY OF SCIENCE AND TECHNOLOGY

GUIDELINES FOR MoU/AGREEMENT

If a MoU/Agreement is required to be signed with the Client of a Consultancy Project, it should generally include the following clauses. Additional clauses may be added if necessary:

1. General

This Section should include the reference to the proposed Consultancy and identify the parties concerned pertaining to the MoU.

2. Scope

This Section should spell out briefly the nature of work, its limitations and the expected outcome.

3. Time Frame

This clause must indicate the expected duration of the project and should also indicate the schedule of review of progress, submission of reports etc. if any.

4. Consultancy Charges

The document must clearly indicate the fees to be paid by the Client for the proposed Consultancy project alongwith amounts of bank draft(s) to be drawn in favour of the institute. There should also be a mention of the service tax liability in this regard . Further, the schedule of payment should also be indicated in this clause.

5. Responsibilities

This clause should define clearly the responsibilities of the various parties with regard to making the data and / or material available for the work as also for the return of the same, as and if applicable.

6. Patents/Publications or other Intellectual Property

The MoU should clearly spell out the arrangements proposed to be made with regard to any patents or publications arising out of the proposed Consultancy project.

7. Force Majeure

This is an important clause and must be included to safeguard the interest of the various parties due to one or more of the unforeseen force majeure events.

8. Arbitration

The document shall provide for a suitable channel to settle any disputes or differences related to the execution of the Consultancy project, which shall conform to clause 8 of Rules and Regulations for Consultancy projects.

9. Liability

This clause should indicate the maximum liability which is to be accepted in the event of the project being terminated without completion at any stage.

10. Ammendment to the MoU

This clause should specify a provision for amendments to any one or more clauses of the MoU through mutual consent, at any stage during work of the project, due to any reason whatsoever.

