

Consultancy Policy



Jain VishvaBharati Institute

(Declared Deemed-to-be University Under Section 3 of The UGC Act, 1956)

Ladnun - 341306 (Raj.)

Policy on Institutional & Individual Consultancy for JVBI Faculty

Preamble: The Jain VishvaBharatiInstitute shall facilitate the faculty in providing Consultancy to various clients or parties to further their own and the Institute's academic goals and pursuits. Assistance shall be provided by the Institute administration for the furtherance of this goal in a proactive manner.

1. Objectives

- (i) To effectively utilize the Institute's academic facilities, physical infrastructure including the laboratory infrastructure, the available expertise may enter into an arrangement / interaction with the industry, other institutions or the bodies as the Institute 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 academic fraternity and professionals in the creation of new knowledge or advancing existing knowledge and provide an opportunity of finding solutions to the problems faced by society and the community at large.
- (iii) To provide opportunities to the professionals to apply their knowledge and skill in real work situations.
- (iv) To supplement the Institute's financial resources to the extent possible.

2. Consultancy Appraisal &Advisory Committee (CAAC)

In order to achieve the objectives as listed above, a Consultancy Appraisal &Advisory Committee (hereafter referred to as CAAC) will be set up in the Institute with the following composition:

- (i) Vice Chancellor - or his nominee: Chairman
- (i) Two Senior Professors or Head of Departments nominated by the Vice Chancellor

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

3. Consultancy – Definition and scope

Consultancy shall be in area of expertise of the Institute / individual preferably its thrust areas.For the purpose of definition, there shall be three categories of consultancy, viz.(I) Institutional Consultancy; (II) Routine Consultancy; and (III) Individual Consultancy

I. Institutional Consultancy: This refers to services that shall comprise of technical, engineering, scientific or other professional advice / assistance based on the available knowledge / expertise in the Institute and envisaging use of Institute facilities for essential discharge of duties including experimentation needed to meet the objectives of the consultancy assignment without disturbing the academic schedule of the Institute.

II. Routine Consultancy: Wherein the services involve routine laboratory testing and no interpretation of the results is called for. Neither any technical advice is to be rendered, nor are the test results to be processed further. The routine consultancy may be in the form of use of Laboratory Equipment or Consumables.

III. Individual 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 academic or other staff rendered outside the Institute and envisaging minimal use of infrastructural facilities and secretarial services of the Institute without disturbing the normal academic functions performed in the Institute.

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

4. Eligibility 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 such assignments. Institute's officers and technical staff having Ph.D. degree or possessing qualifications considered appropriate for the project would also be permitted. 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.

5. Functions of Consultancy Appraisal & Advisory Committee (CAAC)

The functions of Consultancy Appraisal & Advisory Committee (CAAC) 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.

6. Consultancy Assignments

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

7. Criteria for Processing Consultancy Proposals

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

- Whether physical or other infrastructural facilities required for carrying out consultancy assignments are available in the Institute.
- Whether acceptance of consultancy assignment is befitting the academic status of the Institute.
- Whether amount of consultancy fees offered is commensurate with fees chargeable as per guidelines laid down in section 10.
- Whether the return to the Institute is commensurate with the potential and likely gains to the client as a result of transfer of in-house technology know-how.
- Whether the consultancy would add to the knowledge and professional competence in the Institute.

8. Formulation of Consultancy Proposals

In case the Institute is approached by a client for consultancy assignment(s), and the CAAC decides in principle to accept the proposal, CAAC 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 CAAC for final approval.

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 Institute 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.

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

11.Nature ofTasks Considered for Consultancy

- a. Establishment of Chairs
- b. Offering consultancy work in the Client's Institution/Organization/Industry(s);
- c. Establishment of Programmes and Centres by Private/Commercial organizations in the field of Science of Living/PrekshaDhyan/Stress Management and inclusion of values;
- d. Preparation of Project Proposals / Project Reports / Research Projects etc;
- e. Creation of digital resources for MOOCs, Online Lectures, etc.
- f. Development of Self-Learning Materials (SLM) for other educational institutions especially those offering distance education programmes or otherwise;
- g. Monitoring & Evaluation of Projects of NGOs, Self-appraisal Studies of Educational Institutions etc;
- h. Annual consultancy on contract for quality improvement in academic area.

12.Exclusions

This policy does not apply to those activities, which may be paid or unpaid, and which are in furtherance of scholarship or general dissemination of knowledge, such as but not limited to:

- Authorship of or royalties from publication of books,
- Research, training and teaching,
- Guest Lectures, serving on Scientific Advisory Boards, Research Councils and Professional Associations and Statutory Bodies,
- Service on charitable committees,
- External examiner duties,
- Lecture tours and conference presentations or attendance,
- Editorship of academic journals or publication of academic articles,
- Professional arts performances, and
- Any other activity as defined by the job description of the Staff.

13.General Procedure

- (i) Consultancy proposal should be received (from the beneficiary) by the consultant (individual faculty member or the department);
- (ii) The proposal should be submitted (Annexure) to the Head of the Institution (HoI) and the Head of the Department (HoD);

- (iii) HoI/HoD will examine the proposal and submit it along with their recommendations to the Registrar;
- (iv) The higher authorities will consider the following aspects before recommending the proposal:
 - ❖ Extent to which the consultancy work will be undertaken by the faculty or the department in addition to their normal duties and work load.
 - ❖ During the days of Institutional commitments, the consultants should not neglect their duties and concentrate on consultancy work alone.
 - ❖ The consultancy fees should be carefully proposed in the budget submitted by the beneficiary.
 - ❖ The entire consultancy service or project should be focused on the interest of the Institute in the long run.
 - ❖ All issues related to the progress of the consultancy work, handling of the budget amount and the stipulated time frame should be legally discussed with the competent authorities and should be mentioned in the agreement.
- (v) The Registrar will issue the approval letter after getting the consent of the competent authority;
- (vi) The consulting commitment should not exceed 30 days in an academic year for the faculty member or the department;
- (vii) A Memorandum of Understanding should be signed between the beneficiary and the consultant before undertaking the consultancy assignment.

14. "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 'Research & Consultancy Development Fund' and would not be amalgamated with general revenues of the Institute.

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

- (a) 'Finance Officer' with the approval of Chairman, CAAC 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 VC.

15. Utilization of the Consultancy amount received

The consultancy amount shall be credited to the 'Research & Consultancy Development Fund',(clause 11)/ Institute revenue as specified in Appendix –I.

16.Expenditure Sanctioning Authority

The CI shall have financial power to sanction expenditure uptoRs. 50,000/- under the assignedconsultancy project; Chairman, CAAC (if VC's nominee (AO)) shall have sanctioning authorityupto 1 Lac; above 1 Lac power shall be with Vice Chancellor.

17.Standard terms and condition

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

18.Other applicable conditions

- (i) All purchases, however, shall be made following the normal Institute Purchase Rules. Theprocured items using the funds shall be properly accounted for and shall remain the propertyof the Institute unless agreed uponotherwise, in writing, by both parties before thecommencement of the project.
- (ii) The 'TA/DA' (both national & international travels) rates must be settled with Client and bespelled in the initial proposal. If no rates are settled, the payment will be made as perInstitute rules. In case of any dispute and under no circumstances shall the Institute bear the cost of TA/DA from its own funds.
- (iii) In case the consultancy work results in a patent, CSIR-IPR Rules will apply. The Instituteshall 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 CAAC. In case theinformation in the reports is considered classified by the Consultant/Client a brief note to thiseffect may be filed.
- (v) Once the proposal is cleared by the CAAC, the CI will deal directly with client in all mattersregarding a particular job; and the Faculty-in-Charge of groups/Head(s) of the Department(s) willdeal directly with Client(s) in all matters concerning Routine Consultancy.

Appendix - I

Distribution of the Amount Received in the Consultancy Project

Sl. No.	Expenses /Budget Head	Institutional Consultancy	Routine Consultancy		Individual Advisory Consultancy
		I	II A	II B	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 CAAC	As proposed by CI and approved by CAAC	As proposed by CI and approved by CAAC	--
(iv)	Consultancy fees to Consultant (s) and his/ her associated team	60% i.e. (iii) (Intra team distribution as proposed by CI and approved by CAAC)	40% i.e. (iii) (Intra team distribution as proposed by CI and approved by CAAC)	60% i.e. (iii) (Intra team distribution as proposed by CI and approved by CAAC)	- do -

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. These conditions are binding unless and otherwise agreed upon in a separate document.

1. Project Planning: The Institute 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 Institute & client shall agree on the form and frequency of the reporting concerning the progress and the results of the work.

2. Responsibility: The Institute 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 Institute shall accept the project on condition that the Client renounces all rights to claim damages for losses sustained directly or indirectly in consequence of the work done by the Institute.

3. Results of the project & inventions: All reports are to be sent to the client in duplicate. The Institute 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 (Intellectual Property Rights) issues related to the project. However, the Institute reserves the right to use such results in connection with activities outside the scope of the project e.g. in development of academic articles and publications based on the findings of the project.

4. Publishing: Manuscripts of academic papers, brochures, advertisements, etc., which refers to or quote both parties shall be formally vetted by both parties before the propriety results of the project is published.

5. Apparatus/Equipment: Instruments and/or equipments acquired in connection with the project and charged from the Client remain the property of Jain VishvaBharati Institute (Deemed-to-be-Institute), unless the Institute & client specifically & mutually agree it to otherwise.

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 Institute has a right to terminate the project with three months' prior 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 Institute's Charges for the consultancy work are required to be deposited in full (unless otherwise it is specifically agreed by the Institute in writing and signed by the Competent Authority of either party) before the start of the work, through crossed bank draft/ multi-city cheque drawn in favour of Registrar, Jain VishvaBharati Institute, at Oriental Bank of Commerce, Ladnun, Rajasthan.

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 (Board of Management wherein the Vice Chancellor is the Chairman of the BoM) of the Institute for a reasoned Award. The Award of the arbitrator shall be binding on the parties to the dispute.

Appendix – III

Reference No:

For office use only

Consultancy Assignment Proposal and Agreement Form

TITLE OF THE CONSULTANCY (Kindly fill in BLOCK letters)

CONSULTANT INCHARGE

Name: _____ Designation: _____

Department : _____

Telephone:

Direct: _____ EPABX: Extn _____ Email: _____

EXPECTED TIME SCHEDULE

Duration: _____ Years _____ Months _____ Weeks _____ Days.

Starting Date: _____

CLIENT DETAILS (Kindly fill in BLOCK letters)

Institute's/Firm's Name: _____

Address: _____

Contact Person's

Name: _____

Designation: _____

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

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

OBJECTIVES AND TYPE

Scope of the Consultancy (attach separate sheets, if necessary)	Consultancy Type (Please tick)	Client Type
	☐ Product Development ☐ Process Development ☐ Checking of Design ☐ Checking of Report ☐ Checking of Analysis ☐ Report writing/ Evaluation ☐ Testing & Interpretation ☐ HRD/CEP ☐ Computation ☐ Advice ☐ Others (Please specify)	☐ Private Sector ☐ Government Sector ☐ Public Sector ☐ Funding Agency ☐ Foreign Organisation ☐ Others (Please Specify)

AGREEMENT BETWEEN CLIENT AND CONSULTANT *(to be filled in only on the request of Client)*

This agreement is subject to the Standard terms and Conditions for undertaking consultancy projects at JVBI, Ladnun unless specially agreed to otherwise, the details mentioned above have been read and are acceptable.

Signature of the Consultant Incharge

Signature of the Client

Date:

Date: