

Centre for Scientific Research & Industrial Consultancy (CSRIC) Visvesvaraya Technological University "Jnana Sangama" Belagavi - 590 018. Karnataka State.

CONSULTANCY POLICY

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Consultancy Policy:

1. Scope of Consultancy Services offered

Consultancy Services may be offered to Industries, Service Sectors, Govt. Departments and other National and International agencies in niche areas of expertise available in the University.

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).

Consultancy services offered may cover a variety of activities such as Feasibility Studies; Technology Assessment; Assessment of Designs and / or Current Manufacturing Process; 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.

Testing & Evaluation services may normally be offered in selected specialized areas. In order to meet the needs of certain Governmental and related agencies, and special clients, (with long term association with the University) routine testing services may be offered.

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.

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.

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 VTU graduates (PhDs / M.Techs/B.Es) and in the process, generating funds.

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Consultancy Rules:

1. Scope of Consultancy Services offered

- 1.1 Consultancy Services may be offered to Industries, Service Sectors, 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; Technology Assessment; Assessment of Designs and / or Current Manufacturing Process; 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.
- 1.4 Testing & Evaluation services may normally be offered in selected specialized areas. In order to meet the needs of certain Governmental and related agencies, and special clients, (with long term association with the University) routine testing services may be offered.
- 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 VTU graduates (PhDs / M.Techs/B.Es) and in the process, generating funds.

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2. Project Category

- 2.1 Each project shall be undertaken either under
 - Standard Terms and Conditions (Appendix 1)
 - Specific research agreement or 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: Personal Consultancy (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 and Core Research Scientists and Engineers of Departments / Centres / Schools.

4. General Consultancy Rules

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

- 4.1 Consultancy assignments may be taken up and implemented provided they do not have any adverse impact on the ongoing academic, research and related activities of University.
- 4.2 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 of the University.



- 4.3 Students who are willing to work on consultancy projects may be permitted as per university norms to do so, provided it does not affect their academic commitments and performance. Such work by students may be compensated by suitable honoraria.
- 4.4 Travel out of the campus on account of consultancy activities should be undertaken with intimation to the Head of the Department.
- 4.5 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.
- 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.
- 4.9 Consultancy project proposals (prepared in response to a client's request) are to be approved by the Registrar 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 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.3,500/per day or part thereof, in addition to travel and incidental expenses as applicable.
- 4.12 Consultant should be aware of the potential for the generation of Intellectual Property during the execution of projects. The Intellectual Property Policy of the University will govern all decisions and actions concerning the generation, handling, protection and commercialization of the Intellectual Property.
- 4.13 The services of external consultants (especially retired Faculty/ college faculty /other University/ Institute / Research Scientists / Research Engineers) may be utilized to a limited extent in order to provide comprehensive services to clients. The consultant fees may paid to the External Consultants by the approval of Registrar.
- 4.14 The charges for any assignment are normally payable in advance/ partly /as per the MoU.



5. Costing of Consultancy Projects

- 5.1 Consultant Fees (CF):
 - 5.1.1. Category 1: Personal Consultancy (Expert Advice and Development Projects):
 - University share: 20% of the total cost of project (excluding service tax)
 - Consultant share: 80% of the total cost of project (excluding service tax)
 - 5.1.2. Category 2: Testing Projects (Extensive usage of the University infrastructure):
 - University share: 40% of the total cost of project (excluding service tax)
 - Consultant share: 60% of the total cost of project (excluding service tax)
 - 5.1.3. Category 3: Corporate Training
 - University share: 20% of the total cost of project (excluding service tax)
 - Consultant share: 80% of the total cost of project (excluding service tax)

Note: Consultant share include share given for the consultants/ Administrative charges/ project assistant /students etc., who work for the execution of project.

- 5.2 The revenue generated from the University share can be used by the respective faculty member (consultant) for purchase of equipments / laboratory accessories /to attend conference/ any unforeseen expenditure with the prior approval.
- 5.3 Project Staff Salaries (PSS): This refers to the salaries payable to temporary staff employed specifically for the project, shall be provided from the project cost.
- 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, shall be provided from the project cost.
- 5.5 Capital Equipment (CE): This will include charges for the purchase of specific equipment for implementation of consultancy projects, shall be provided from the project cost. No overheads are charged on this.
- 5.6 In case of unforeseen expenditure, consultant can claim for the fund from the overhead charges, by approval of Registrar.
- 5.7 Service tax and other taxes as applicable shall be provided for in the project cost.



Appendix 1 STANDARD TERMS AND CONDITIONS

- 1. **DECLARATION:** All work undertaken by University 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 University 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 by University 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 University. The University 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 schedule. However, University will not be held responsible for delays caused beyond its reasonable control.
- 5. CONFLICT OF INTEREST: University may take up work for other clients also in the same area, provided, to the best of the University's knowledge, there is no conflict of interest in undertaking such projects.
- 6. PAYMENT: The payment of consultation charges to University are to be made in advance/ and in full / partial / as per MoU before the start of the project through a demand draft / crossed valid cheque, drawn in favor of Finance Offer, VTU, Belagvai 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 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**: University 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. The liability of University 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 University and the Client. 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 rules of University.

The following terms and conditions will apply to all projects taken up by University, unless otherwise mutually agreed to in a separate document.

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For Office Use
Date Received

CONSULTANCY PROJECT PROPOSAL					
	TYPE OF WORK ☐ Long-Term ☐ Short-Term ☐ Royalty ☐ Technology transfer				
1	PROJECT TITLE				
_					
2	CONSULTANT(S)				
	NAME DESIGNATION DEPT	-			
	2.1 2.2	_			
	2.3				
	2.4				
	2.5	131			
3	CHENT				
	3.1 Name of the Organisation				
	3.2 Contact Person (Name & Designation)				
	3.3 Address for Communication	_			
	3.4 Phone Fax Mobile				
	Email				
	3.5 Type of Organization				
		1			
4	TIME SCHEDULE				
7 %	4.1 Project Duration				
	4.1 1 Toject Daration	-			
	4.2 Limit on (earliest/latest) starting date				
5	SCOPE OF WORK (To be communicated to client)				

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6.1 Utilization of Services of						
Name	Designation	Dept				
(I)						
(II)						
(III)						
(IV)						
6.2 Outside Expert(S) Whose Services May Be Utilized						
Name	Designation	Organization				
(I)						
(II)						
(III)						
(IV)						
6.3 Number of SAP (Student's Assistance Programme) Hours:						
6.4 Recruitment of Temporary Project Staff						
Designation/S	ary respect starr	Number Of Post(S)				
(I)		rameer of rost(o)				
(Ii)						
(Iii)						
(Iv)						
7 COMMITMENTS OF CONSULT(S)						
7.1 Travel (Number & Places Of Visit):						
7.2 Tests (Number & Type): 7.3 Advice/Guidance (Up To What Stage): 7.4 Training (Number Of Persons & Duration): 7.5 Contact Time (Hours Per Week/Total Hours):						
				7.6 Any Special Clause(S)	To Be Incorporated In The Project C	ffer:
				CLASSIFICATION OF PROJECT		
				☐ Testing	☐ Advice On	R&D
☐ Model Investigation		/Overview/ Diagnostics				
☐ Structural Design		sign/Development				
☐ Third Part Inspection		•				
		Development				
☐ Software Development	☐ Any Other_					

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9.	COST ESTIMATES				
	Category: 1 / 2/3				
	9.1 University Share :				
	9.2. Consultant Fee:				
	9.3 Equipment, Materials & Services (EMS)				
	(Also includes Travel, Computer Charge, Technical Literature, Infrastructure etc.)				
	9.4 Service				
	9.5 Others (Specify)				
	9.6 TOTAL PROJECT COST				
11.	SIGNATURE(S) OF CONSULTANT(S)				
	(2.1)				
	(2.2)				
	(2.3)				
	(2.4)				
	(2.5)				
12	Note:				
	Chairman/HOD:				
	Director:				
	Registrar:				
IMI	PORTANT NOTE:				
	dly enclose a copy of the letter from the client along with this proposal to enable us to				
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