

Draft Guidelines for Implementation of Consultancy Projects in
Central University of Kerala

Submitted to the
Director of Research

Prepared by the Sub-Committee

Dr. Rajesh R
Dr. Sudha K
Dr. Padmesh P Pillai

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Definition and scope of Consultancy Services

The expertise and technical know-how of the faculties of Central University of Kerala can be utilized to provide knowledge and intellectual inputs, which are of interest to the industry and other organizations, through consultancy projects. It is envisaged that such projects, in addition to providing financial incentives to the individuals also enrich his / her professional knowledge. Furthermore, consultancy projects augment the University resources, promote Academia-Industry alliance, provide incentives for their contributions to all categories of staff and contribute to the socio-economic development. Also, consultancy projects provide a firsthand knowledge of the current problems of industry which is very helpful in tuning the curriculum to the National needs. Therefore, as a matter of policy, the University may encourage its faculty members to undertake Consultancy work as a measure of scientific/technical collaboration with outside agencies.

All consultancy projects in CUK shall be institutional and may be in those areas of expertise of the University.

Classification of Consultancy projects

Based on the nature of service offered, consultancy services are broadly placed under two categories

Type I Consultancy (Advisory or Retainer Consultancy)

This shall comprise scientific, technical, or other professional advice, provided to a Client purely on the basis of available expert knowledge and experience of individual(s) and as such, do not involve any kind of survey, detailed study or report preparation/submission, the use of any institutional facilities such as major facilities or equipment's but based exclusively on the expert knowledge of the faculty. Technical assistance shall involve one time assistance mainly advisory in nature to help the Client in interpreting the analytical data, problem resolving, quality control etc. Therefore, this type of project will be expertise intensive.

Type II Consultancy (General Consultancy)

Projects involving usage of facilities of the University will be classified as Type-II Consultancy Projects. These projects are infrastructure intensive and will be based on extensive usage of the University infrastructure in terms of major facilities, equipment's, chemicals and consumables. Furthermore, it also involves analysis of data and its interpretation for drawing meaningful conclusions. The projects generally will be of longer duration that entails engagement of manpower.

Technical Services

Projects involving all routine testing and certification using laboratory facilities of the University are strictly not consultancy projects but be defined as technical services. This involves receipt of samples from the Client followed by qualitative or quantitative estimation

in terms of output data generated and transmission of data as report. Further analysis and interpretation of the data do not come under the purview of technical services.

Similarly the various training programmes organized by the University or offered based on specific requirement of the Client i.e., custom made training programmes will be treated under technical services.

The Competent Authority while approving the consultancy shall have the power to decide on the category of a particular consultancy assignment. Any consultancy assignment, which does not strictly fall under the category of Type I Consultancy, shall be taken up as Type II Consultancy

Nature of activities to be offered through Consultancy

Consultancy services offered may cover a variety of activities such as professional advice and assistance to arts/ literature / humanities /social and legal services. It also include broad activities such as feasibility studies; technology assessment, impact assessments; product or process development through laboratory intensive wet lab research, experimental validation of hypothesis/theory with or without laboratory research, material, energy, environmental and manpower audits; software development; general trouble-shooting, intensive efforts for transfer of highly focused skills and expertise to select groups in specific organizations, preparation of policy, vision and strategy documents and so on.

Services which are to be discouraged

Services 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 civil works, survey, landscaping and land use studies demanding long duration of field work etc., should not normally be taken up irrespective of the availability of expertise and perceived needs of the clients.

To whom the services can be offered?

Consultancy Services may be offered to State/Central Govt. Departments/ agencies, quasi Govt organizations, NGO's, industries, Micro, small and medium enterprises (registered with MS&ME, Govt of India), service sector, and other corporate agencies in niche areas of expertise available in the University. The industries / companies are those which are registered in India under the Companies Act of 1956 / 2013 or companies registered outside India but doing business in India as defined by the above Act. **The guidelines framed do not envisage direct participation of a foreigner or any sort of foreign collaboration i.e foreign consultancy projects**, unless it is in response to notifications called for by Central Government agencies like DBT, DST, MoEF&CC or the concerned Ministries.

Eligibility for undertaking consultation

Consultancy and related assignments can be taken up only by regular and full-time teaching faculty and Research Scientists (if any) of Departments / Centres / Schools of the University.

The ad-hoc, visiting and guest faculties along with post-doctoral fellows are not permitted to offer consultancy services. Similarly retired faculty who continue as Emeritus Professors, are normally not permitted to take up consultancy services. However, if the Client prefers the service of such Emeritus Professors, the competent authority (Vice Chancellor) may grant permission on case to case basis. Also, no retiring faculty member is allowed to submit a Consultancy project as Principal Investigator (PI), if the project duration extends beyond his/her date of retirement.

Spirit and motive of consultancy projects

All Consultancy and related services need to be structured and executed in the spirit of promoting Academia-Industry interactions, as far as faculty from Science, Technology and Engineering Departments are considered. It may be seen as a vehicle for augmenting levels of excellence in teaching and research, for proper placement of students (PhDs / PG) and in the process, generating funds.

Ceiling on upper limit of consultancy projects handled by a PI

Although there is no ceiling as per existing GFR (2017) or under FR&SR for simultaneous handling of consultancy projects by a PI, the number of days of duty leave permitted for all consultancy projects together is restricted to 52* days in a financial year. This may be ensured while granting permission to take up more than one project at a time by the PI

Note

*It may be decided whether the 52 days is inclusive of the existing Duty Leave and Special Casual Leaves or to be treated separately. (Faculty members may be granted project leave up to 15 days during a calendar year for work related to Sponsored Research/ Individual Consultancy Projects, in addition to the special casual leave available as per Institute norms, MNIT, Bhopal).

Publications

The Client shall be consulted prior to publishing of any research results arising from the consultancy project. Also refer the Standard Terms and Conditions of the project appended as Annexure-I

Intellectual Property (IP) / Knowledgebase

The ownership of any form of Intellectual Property that shall comprise patent, copyright, registered design, trademark, know-how for a process / plan /design and computer software and/or knowledgebase generated or technology developed shall be decided strictly in accordance with the IPR policy of the University.

Constitution of a Standing Committee

The Principal Investigator of the Consultancy Project (having outlay of more than Rs.10.00 lakhs) may propose a Standing Committee for approval with the following composition

- | | | |
|----|---|------------|
| 1. | Director of Research | - Chairman |
| 2. | Head of the Department | - Member |
| 3. | One faculty Member (Professor/Associate Professor)
from relevant field | - Member |
| 4. | Principal Investigator | - Member |

Functions of the Standing Committee

The functions of the Standing Committee will be as follows

1. To assess the progress periodically for timely completion of the projects and submit the report to Director of Research
2. To consider and approve involvement of outside experts and sub- contracting, if any
3. To vet the major financial reallocation proposals of budget of the project(s) including modifications, if any
4. To function as Selection Committee to recruit project staff in the project
5. To advice Director of Research in any other matter related to the project.

Terms of payment by the Client

Before or at the time of signing the agreement (either the Standard Terms of Conditions as given in Annexure- 1 or specific MoU) an advance amount of not less than 25% of the total project cost should be obtained from the Client as DD or Electronic transfer to the University A/c. The balance payable amount can be in equal installments against the milestones as targeted in the project, if the total duration of the project is one or less than one year. In the case of projects of longer duration (more than one year) annual release may be obtained in advance. Unlike sponsored grant-in-aid projects, it is not required to submit detailed SE/UC to the Client for the release of installments. However, Statement of Expenditures may be prepared only for the purpose of internal auditing. The final installment shall be payable before the submission of project completion report. All installments of deferred payment shall be backed by suitable bank guarantee.

Note

If consultancy service through projects is offered against an open tender or rendered to Government Departments (State and Central Govt) / agencies / public sector undertakings, it may not be necessary to insist upon bank guarantee

Approval of the Competent Authority

All consultancy project proposals submitted by the faculty should have obtained approval from the competent authority before implementation. The competent authority to approve consultancy projects up to Rs 50.00 lakhs is the Vice Chancellor of the Central University. Project estimates beyond Rs 50.00 lakhs should obtain approval from the Executive Committee of the Central University.

Part II - Costing of Consultancy Projects and Sharing of Monies

Budget preparation of Type I project

All projects under this category are expertise intensive without the involvement of equipments or laboratory facilities, chemicals/ consumables etc. Therefore, the budgetary component may comprise only the following components

1. Travel
2. Contingency
3. Over head charges (15 to 35 % of the total budget)
4. Sub total = T
5. Consultation fee = X (not less than 33.3 % ; rounded off to 35% of the total budget T)
6. Service charge GST = S
7. Education Cess = E
8. Total project cost (P) = T+X+S+E

Budget preparation of Type II project

- I. **A. Non –Recurring** (Capital cost)
Equipments
 - II. **B. Recurring** (Direct expenses)
 - B1. Cost of man day charges /man power /salary
 - B2. Equipment usage charges
 - B3. Charges for utilizing Central facilities
 - B4. Chemicals/consumables
 - B5. Travel
 - B6. Contingency
 - B7. Over head charges
- Sub-total = T (A+B1+B2+B3+B4+B5+B6+B7)
- Intellectual fee = X
- GST Service charge = S
- Education Cess = E
- Total project cost (P) = T+X+S+E

A. Non-recurring /Equipment's

1. The equipments which are essential for the proposed work may be either contributed by the Client or may provide funds including the installation charges to the University. After completion of the project, the equipment's remain as the property of Central University of Kerala, unless otherwise it is specifically agreed to by the University as mentioned in the note below

Note

After completion of the project, the equipment(s) may be either

1. Donated to the University by the Client. In that case a clear and unambiguous letter stating that the gift is without any conditions or attachments should be obtained from the Client.
2. Purchased from the Client at a price not higher than the depreciated value of the equipment, if the equipment is considered to be useful for the laboratory
3. Returned back to the Client

B. Recurring charges

B1. Man-day charges

Man day charges are meant to be the total fund available towards payment of daily wages or salary to the staff recruited in the project. The project staff may be recruited for the entire duration of the project or may be to intermittent period as desired and required based on the nature of work elements. Unlike sponsored grant-in aid projects, it may not be required to appoint JRF/SRF/RA in the consultancy project. Instead, the PI may have the flexibility of appointing a suitable project staff (project assistants) for the entire or intermittent period of the project. Also, flexibility may be given to the PI to appoint the number and different category of staff (project assistant of fixed tenure + staff on daily wages). However, the cumulative expenditure on head on salaries should not exceed the total amount available under the man-day charges / man power in a Financial Year.

UG / PG / Research Scholars may also be engaged in the projects as adhoc staff and remuneration to them should be paid to their efforts/ involvement. The UG/PG/PhD students may be given a maximum of Rs 2000/-, 3000/- and 6000/- per month respectively. These earnings may be treated as the extra income generated by them for the extra effort put beyond their regular academic activities. Therefore, the equivalent shall not be deducted from their other source of fellowship (from external funding agency or University fellowship), if any.

Note

Regular selection of staff through advertisement for entire duration of the project may follow the same procedure and norms as in the case of sponsored grant-in-aid project. However, in consultancy projects because of its very nature and urgency, appointments may be made on adhoc basis.

Adhoc selection

This selection is like walk-in interview for appointments for a maximum tenure of six months. It is advertised internally (within University Department/Schools/Centers). The PI has to ensure that there is a gap of at least 5 days between the issue of advertisement and date of interview. The student community may be appointed through this procedure. These appointments may be extended with mandatory break in service, as required.

The man day charges may be calculated on the basis of the category of staff who are involved the consultancy project, as given below (IPIRT1, MoEF&CC, Govt of India)

Calculation of man day charges

Staff	Man power rates (in Rs)	
	Per day	Per annum
Professor / Associate Professor	5000.00	10.00 lakhs
Assistant Professor (all levels)	3000.00	6.00 lakhs
Project Assistants	Actuals	

These are minimum manpower charges, higher rates could be charged, wherever possible.

While working out the manpower charges on the basis of per annum rates for different categories of staff, the number of working days in a year shall be taken as 200.

Per day charges will apply where total man-days for the project/assignment are less than sixty, otherwise pro rata per annum man-day charges shall apply.

The man-day charges may be taken as a general guideline for the calculation of the salary component. However, on mutual agreement the Client and PI can decide on actuals.

B2.Equipment utilization charge

Usage of existing equipment of laboratories needs to be charged on pro-rata based on an annual usage charge up to 20% of cost of equipment and installation. In case of old equipment where its cost cannot be readily ascertained this component of costing could be decided by the Competent Authority

B3.Charges for utilizing central facilities

The central facilities comprises such common facilities like central computer facility, central instrumentation, radio isotope facility, cell culture facility, plant tissue culture facility, animal house, green house, mist house, cold room etc. This may be charged at the rate of 10% of the total project cost

B4.Chemicals and consumables

Comprise chemicals, enzymes, glassware/plasticware, stationery, raw materials, components and other stores items required for the project. This may be charged as required

B5.Travel

The most expeditious and convenient mode of travel should be used to minimize period of absence from the University. There shall be no restriction placed by the University on the mode of travel. The actual boarding & lodging expenses may be paid on production of

receipt, subject to the TA rule of the existing Central Pay Commission. Expenses on local travel by taxi may be reimbursed against cash receipt as per actuals. All these expenses will be met out of the Consultancy project funds.

Note

In consultancy projects wherein the Client is not a Government Department or agency, the following relaxations may be given to the PI and other members of the team

1. Relaxation may be given to travel by private airlines provided the airfare is lesser than Air India
2. International travels may be permitted under such consultancy projects provided sufficient funds available under the travel head to meet the entire expenditure including boarding and lodging charges with no financial commitment to the University.
3. Air-travel may be allowed to non-entitled staff employed / involved in the project, by the Vice Chancellor on functional basis and if it is expedient to do so in the project interest

B6.Contingency

Provides for external payments as well as any unforeseen expenditure likely to be incurred on the project. The external payment could be towards hiring of outside infrastructural facilities, experts, computer time, information etc., to supplement the existing expertise/facilities. This would depend on the specific project. The contingency amount may be calculated as 5-10% of the total project cost.

B7.Over head charges

Similar to sponsored grant-in-aid projects, overhead charges are applicable in consultancy projects. The amount may be calculated at the rate of 15 % (minimum) to 35% (maximum) of the total project cost

Intellectual fee (Consultation fee/ Project fee)

Intellectual fee to be charged should commensurate with quantum and quality of resource inputs of the University and also the likely benefits to be derived by the Client on implementation of the project results. There are different methods of estimating and linking the intellectual fees, to project parameters, such as expenses on manpower, inputs etc. Whatever be the method of estimating the intellectual fees, these should in no case be less than 33.3% of the total project cost (round off to 35%; Thus Intellectual fee X = 35% of Sub-total T). There is no ceiling on the upper limit of intellectual fee. Projects wherein man-day charges are included instead of actuals (as manpower charges) the intellectual fee may be calculated equivalent to man power charges or @ 35% of the project cost, whichever is higher.

Note

From the calculated intellectual / project fee X, 65% shall be credited as honorarium to the staff and remaining 35% may be credited to the corpus fund of the University (as per S.R.12 of FR & SR)

Service charges

Government of India has implemented Goods and Services Tax (GST) w.e.f. 1st July 2017 through the “The Central Goods & Services Tax Act, 2017”. Various taxes including service tax have been subsumed within the GST. Thus, GST shall be levied as applicable on the date of payment on the project cost.

Sub-contracting of the consultancy work

The PI may, with the prior permission of Standing Committee shall avail the services of persons not in the University service as Consultants/expert/ organization, provided that the PI certifies that the services are of a nature for which the expertise is not available in the Department/ University. The services of such external consultants (especially retired Faculty / Research Scientists / Research Engineers) may be utilized to a limited extent in order to provide comprehensive services to Clients. Such external candidates will be entitled to a lump sum honorarium/ fees.

The payment of honoraria is subject to the following conditions

1. An amount of Rs 25,000/- or 10% of the total consultancy fee* whichever is lower can be paid to the external consultant after taking approval from the Director of Research
2. Payments over 25,000/- or beyond 15% of the total consultancy fee can be paid only with approval of the Vice Chancellor
3. At any case, the honoraria payable to external consultants may not exceed 20% of the total consultancy fee specified in the Consultancy projects proposal.

Note

*Total consultancy fee here refers to 65% of the X (0.65X) payable as honorarium to staff as the balance 35% is share of the University

Sharing of Monies

Distribution of consultation fee among staff

As mentioned, 65% of X (0.65X) is the amount that can be disbursed as honorarium to the staff as the remaining 35% (0.35X) is the share of the University. The distribution of honorarium to the staff in consultancy projects, which are less than one year duration may be done after completion of the project, as certified by the PI and the same approved by the Director of Research. However, Consultancy projects for which the duration of the contract is more than a year, honorarium to the staff may be distributed annually, provided the amount due for the year, has been received from the Client.

A member of the consultancy team shall have the option to forego his/her share of honorarium, which shall then be credited to the Department Development Fund (DDF).

The distribution pattern of Investigators' share of monies realized from consultancy is to be as follows:

1. Type I project

As Type I projects are advisory in nature, sharing of honorarium may be as follows

SI No.	Category of staff	Percentage sharing of the intellectual fee
1	Team of consultants (PI and Co-PI's)	80% (80% of 0.65X)
3	Administrative staff (Store and Purchase, Finance, Establishment, Academic, RP Cell, Engineering)	15% (15% of 0.65X)
4	Department Development fund	5% (5% of 0.65X)

2. Type II project

This type of projects involves more staff at various levels who are directly or indirectly providing assistance for the smooth implementation of the project. Therefore sharing of honorarium may be as follows

SI No.	Category of staff	Percentage sharing of the intellectual fee (65% of X)
1	Team of consultants (PI and Co-PI's) H	H = 65% (65% of 0.65X)
2	Other staff (those who are directly involved in the consultancy project like Technical Officer, Lab assistant, office staff)	15% (15% of 0.65X)
3	Administrative staff (Store and Purchase, Finance, Establishment, Academic, RP Cell, Engineering)	15% (15% of 0.65X)
4	Department Development Fund	5% (5% of 0.65X)

Note

Any distributions made in disregard / excess of the prescribed procedure and guidelines shall be deemed as unauthorized and liable to recovery with 12% interest.

Team of Consultants

It consists of PI and Co-PI's of the consultancy project. The distribution of honorarium among of the team may be as follows

PI = 70% (of **H**)

Co-PI's = remaining 30% (of **H**) may be equally divided among the Co-PI's. In the case of projects which do not have Co-PI(s), the entire fee (65%) will be paid to the PI

Any savings made in the project under any head of accounts may be shared between the PI's Department and University in the ratio 50:50. The PI Department may credit this amount as Department Development Fund (DDF) and the share of the University may be credited to the corpus fund.

Ceiling of upper limit of honorarium to be paid to the consultant/ team

There will be no ceiling on the honorarium earned by the faculty member who has been assigned any type of consultancy work. However, the proportion of amount that can be retained by the consultants and other staff in a Financial Year is as given below

They are permitted to retain 30% of their annual gross salary in a year; receipts beyond that threshold limit should be shared between the staff and the University in the following proportion

SI No.	Amount	Percentage sharing between staff and the University
1	30% of the annual gross salary (Basic + DA+ Allowances)	No sharing; staff can retain the sum
2	Money received over and above 30% and up to the annual salary	70:30 between the staff and the University
3	Money received beyond the annual salary	50:50 between the staff and the University

Note

It should be noted that any fee received for work such as examinations, paper setting, evaluation, superintendence, invigilation, selection committees, honorarium, report writing and specifications, delivering lectures and any other academic work will not be governed by the above rule of sharing of fees. All fees for such work will go directly to the faculty/staff member concerned without any share to the University.

Also, in compliance with S.R. 12 of FR & SR and Government of India order there upon, the following shall not be interpreted as consultancy work for the above purpose of regulating the fee received by the faculty member / staff

1. Scholarship or stipend during study leave or otherwise from a source other than consolidated fund of India or that of a State / Union Territory for the purpose of prosecuting a course of study or receiving specialized training in professional or technical subjects
2. Writing of reports, papers or study reports on selected subjects for International bodies like UNO, UNESCO etc.
3. Fees received from recognized University and other statutory bodies or public sector undertaking, which are wholly or substantially owned or controlled or subsidized by the Government for the performance of work connected with the examination conducted by these bodies or for delivering lectures
4. Fees received in the form of travelling, conveyance, daily or subsistence allowance etc., if the competent authority is satisfied that the amounts received by the staff are not a source of profit
5. Income earned from exploitation of patent/invention taken out by them with the

permission of the University while in service and / or period of validity of the patent/invention

6. When the University undertakes the work for a non-governmental organization and in turn assigns the work to the faculty /staff identified for the purpose and the honorarium payable to the faculty /staff shall not exceed $2/3^{\text{rd}}$ of the fees received by the University from such non-governmental organizations
7. Income from books, articles, papers and lectures on literary, cultural, artistic, technological and scientific subjects including management sciences
8. Income from occasional participation in sports, games and athletic activities as players, referees, umpires or managers of the teams

Part III - Technical Services

Technical services are meant to render to the Clients assistance based on available knowledge, expertise, skills, infrastructure and facilities of the laboratory. Technical services therefore comprises the following services

1. Testing & Analysis (including certification and calibration)
2. Routine / customized training (including internship / dissertation of external PG students)
3. Fabrication, production and supply of special products for R&D
4. Repair and Maintenance
5. Providing information.

1. Testing & Analysis (including Certification & Calibration)

Services undertaken under this category pertain to use of specialized facilities and technical expertise available at the laboratories for testing & analysis.

The laboratory shall wherever feasible draw-up a schedule of charges for its testing and analysis service. The charges for every testing/ analytical services per sample may be prepared by the concerned Department taking into consideration the amount of chemicals and consumables required, operational and maintenance cost of the equipment, manpower charges, power tariff, etc. The calculated charges, after approval from the Vice Chancellor, may be loaded in the CUK website. The charges so calculated may be reviewed at least every two years. The technical service, for instance, may include such activities like analysis of samples using Chromatography techniques (HPLC/HPTLC/LC-MS), NMR, PCR, RT-PCR, DNA sequencing, NGS data analysis etc. (the list is only tentative and not limited to the said analysis)

In respect of testing jobs undertaken for purposes of ‘Certification’ and ‘Calibration’, the certificates issued should clearly specify:

- i. Limitations of testing equipment /procedures available with the laboratory
- ii. Disclaimer on responsibility of the laboratory for non-conformance of products/ instruments to results given in the certificate; and
- iii. Testing based only on the samples supplied.

2. Training

Laboratories may take up training programmes either on their own or based on specific requirement from the Client. Charges per participant for training programmes arranged by the laboratory on its own shall be such that at least all out-of-pocket expenditure is recovered. The short-term dissertation work / internship programmes of UG/PG students from other

institutions / universities may also be treated as training programme. Similarly, outside Ph.D students who need to carry out part of their research work / utilize the research facilities of the University may also be permitted on a payment basis and considered under training programme

3. Fabrication/Production of Special Products (Job Work)

This may include production / fabrication of limited quantities of special materials, products or equipment either due to non-availability of commercial facilities for these or due to the activity being commercially unviable. Thus, while agreeing to undertake the work, due consideration should be given to the following:

- i. the service is not in competition with that available commercially to the Client
- ii. the charges for the service at least recover all the expenditure incurred.

4. Repair and Maintenance

If the present or future Engineering / Technical Departments in the University have specific expertise / knowledge of repair and maintenance of sophisticated instruments, equipment etc., the same may be offered as technical service. While the actual out of pocket expenditure for manpower, components etc. for repair and maintenance may be small, the charges should take into consideration the opportunity value and the amortization of investment made in building up the specific group and the knowledgebase.

5. Supply of Information

The Departments / Centres over the period would have collected and compiled information and databases in specialized areas, which could be of significant value to Clients. Although no rigid guidelines can be laid on the price of supplying this information, the Departments must ensure that the price charged takes into consideration the benefit to be derived by the Client on acquisition of the information / database. However, Departments may supply the information / database at a modest price to other academic institutions and S&T organizations /agencies; the charges for such information to commercial organizations should be based on commercial considerations.

Financial charges to Technical Services and sharing of charges

As mentioned earlier, Technical services are not strictly consultancy services and hence budgeting of technical services do not follow the parameters of Type I and Type II consultancy services. However, service charges as per GST and Education Cess may be levied as in the case of consultancy projects. For each of the above activities the Department concerned may decide the charges with approval of the Vice Chancellor.

Sharing of fees between the Department and University

The fee remitted to the University towards technical services, under all the above categories, may be shared between the Department and the University in the ratio 50:50. The Department

share is required to cover the running cost towards replenishment of chemicals/consumables/stationeries utilized for the above services. The University share may be credited to the corpus fund. From the 50% share received in the Department, 80% of which may be given to the faculty / laboratory and 20% credited as DDF. Unlike Type I and Type II consultancy projects, disbursement of honorarium is not applicable to the faculty / staff and hence this 80% share is meant only for the procurement of chemicals, consumables, stationeries etc.

Part IV- General Consultancy Rules

1. The time spent on consultancy and related assignments, in terms of exclusive leave for consultancy related work, shall be limited to the equivalent of 52 working days in a year, preferably at the rate of one working day per week
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 expected from the faculty
3. Students (UG/PG and PhD) who are willing to work on consultancy projects may be permitted provided it does not affect their academic commitments and performance. Such work by students may be compensated by suitable honoraria.
4. Consultancy projects are normally initiated by requests / enquiries from the industry directly to the University or by discussion between the industry and the Consultants.
5. When the enquiry is directly received by the University, the work will be assigned to specific consultant or groups of consultants depending on their expertise, and existing commitments, by the Director of Research. While assigning the consultancy job to a staff member, due cognizance shall be taken of his /her workload, qualifications and experience vis-a-vis the specific requirements of the consultancy job, honorarium likely to accrue to him /her from consultancy etc.
6. The University should, on the whole ensure a fair distribution of consultancy/work among the eligible staff at all levels and see that it is not confined to specific individuals /groups /levels of staff.
7. In the event of a Client preferring the services of a specific consultant and approached him/ her initially, the project may normally be assigned to the identified person.
8. All Consultancy project proposals are to be submitted to Vice Chancellor for approval through the Director of Research. 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.
9. In extreme emergencies, a consultant may take up an assignment with intimation to the Director of Research and then seek approval, for tasks entailing total charges not more than Rs.50,000/- or, two days of faculty time, and payments are made immediately, well before submission of any formal report.
10. The charges, once finalized, will not be negotiable. However, if the scope is altered, a fresh estimate may be considered.

11. The minimum charges applicable in respect of consultancy jobs will be Rs.10,000/- excluding GST and Education Cess. In other words, consultancy projects less than Rs. 10,000/-, excluding GST and Education Cess, shall not be taken up by the faculty
12. It is desirable that Preliminary Diagnostic Discussions / Site Visits, leading to the generation of consultancy proposals may be charged to the Client at a minimum rate of Rs.5,000/- per day or part thereof, in addition to travel and incidental expenses as applicable.
13. Consultant should be aware of the potential for the generation of Intellectual Property during the execution of projects. The IPR policy of the University will govern all decision and actions concerning the generation, handling, protection and commercialization of the Intellectual Property.
14. Contractual obligations of a consultancy project shall be that of Central University of Kerala. Therefore, similar to the Declaration / Endorsement Certificates of Grant-in-aid projects signed by the Registrar, the agreements with Clients will thus be executed, on behalf of CUK by the Executive Authority / Registrar and not by an individual consultant or team of consultants.
15. For consultancy services of a minor nature, formal agreement on a stamp paper may be dispensed with and the terms and conditions of consultancy settled through exchange of letters. However, if Director of Research feels that an agreement would be technically and legally useful, the party may be asked to execute a legal agreement on non-judicial stamp paper of appropriate value. The terms and conditions should include a disclaimer on responsibility of the Department / laboratory for the advice / recommendations given in the consultancy.
16. In the case of consultancy service rendered to Government Departments/Agencies, Public Sector Undertakings, the terms and conditions including payment schedules may be settled through exchange of letters. In such cases, formal agreement on non-judicial paper may not be necessary.
17. A copy of the project report for all consultancies undertaken shall be retained for record purposes, with the Director of Research, except those which are purely advisory in nature and wherein no project report is required to be submitted to the Client. In such cases, a brief note on the consultancy rendered should be submitted to the Director of Research for records.

18. Foreclosure of the projects

In the event a project requires foreclosure, the Principal Investigator shall submit a comprehensive proposal stating the reasons for foreclosure, to the Competent Authority. Based on the proposal, Director of Research shall prepare a comprehensive note including financial statement for the approval of Executive Committee

19. Deferment of Installments

If due to technical reasons, the consultant team is unable to meet its obligations to achieve the agreed milestones as per the agreement/contract, the University may defer receipt of payment of subsequent installment(s) from Client till such time that it meets with its stipulated obligation. In such cases, where a deferment of subsequent installment(s) is to be affected, the PI with due recommendation of the Standing Committee shall place the proposal, clearly stating the reasons for nonfulfillment of obligations to the Executive Council for approval.

References

The Consultancy guidelines of the following centrally funded institutions were referred and adopted for the preparation of this draft guideline

1. Indian Institute of Technology, Mumbai
2. Indian Institute of Technology, Delhi
3. National Institute of Technology, Meghalaya
4. Maulana Azad National Institute of Technology, Bhopal
5. University of Hyderabad, Hyderabad
6. Council of Scientific and Industrial Research, New Delhi (under DST, Govt. of India)
7. Indian Plywood Industries Research and Training Institute, Bangalore (under MOEF &CC, Govt of India)
8. Central Silk Board, Bangalore (under the Ministry of Textiles, Govt. of India)

STANDARD TERMS AND CONDITIONS

The following terms and conditions will apply to all Consultancy projects taken up by Central University of Kerala, unless otherwise mutually agreed to execute a separate Memorandum of Agreement.

- 2. DECLARATION:** All work undertaken by CUK 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.
- 3. CONFIDENTIALITY:** Due care will be taken by CUK to maintain confidentiality and discretion regarding confidential information received from the Client, including but not limited to results, reports and identity of the Client.
- 4. RESPONSIBILITY:** The University undertake to carry out the project as conscientiously as conditions allow, but accepts no financial responsibility, should the work not lead to expected results. The University accepts the project on the condition that the Client renounces all right to claim damages for losses sustained directly or indirectly in consequence of the work done by the University.
- 5. REPORTS:** Any test or other consultancy report given by CUK 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 CUK. 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.
- 6. PUBLISHING THE RESULT / OUTCOME OF THE CONSULTANCY:** The results/outcome of the consultancy project must not be exploited by the Client organization for its business interests by using Central University of Kerala's name / logo through press advertisements/publicity material or in any other manner. Manuscripts of academic papers, brochures, advertisements or other form of published material which refer to or quote the propriety results of the project shall be vetted by both parties before publication
- 7. COMMUNICATION OF RESULTS TO A THIRD PARTY:** The University may not, without the written agreement of the Client, communicate the results of the project to a third party. The Client shall arrange the necessary agreement of all parties on the Client's side who may have publication rights with respect to the project
- 8. INSTRUMENTS :** Instruments or equipment's obtained in connection with the project and charged to the Client remain the property of Central University of Kerala, unless otherwise it is specifically agreed to by the University

- 9. WORK PERFORMANCE:** Every effort will be made to complete the specified work according to the planned time schedule. However, CUK will not be held responsible for delays caused beyond its reasonable control.
- 10. SUB-CONTRACTING :** The University reserves the right to allow any work, experimental or otherwise to be carried out by a third part provided this does not result in danger of information of a confidential nature coming into the hands of unauthorized persons
- 11. CONFLICT OF INTEREST:** CUK may take up work for other Clients also in the same area, provided, to the best of its knowledge, there is no conflict of interest in undertaking such projects. Any agreement to restrict the University from undertaking similar projects during or after the completion of the project, shall be covered by a separate contract.
- 12. PAYMENT:** Before or at the time of signing the agreement an advance amount of not less than 25% of the total project cost should be remitted by the Client as DD or Electronic transfer to the University A/c. The balance payable amount can be in equal installments against the milestones as targeted in the project, on mutual agreement.
- 13. TERMINATION:** The Client has the right to terminate the project at any time, but shall be liable for all reasonable expenses incurred in connection with halting the work already in progress according to the agreed work programme. The University has the right to terminate the project with three months' notice except where otherwise agreed upon. The Client in this case will not be liable for any expenses incurred after the period of notice.
- 14. LIABILITY:** CUK 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 CUK shall be limited to the funds received for the project.
- 15. INTELLECTUAL PROPERTY RIGHTS:** All rights pertaining to any intellectual property generated / created / invented in the due course of the project, will be governed by the existing IPR policy of the University. 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.
- 16. RESOLUTION OF DISPUTES:** Any disputes arising out of the project shall be amicably settled by mutual consultation. Any unsettled disputes may be subject to resolution as per the Indian Arbitration and Conciliation Act 1996.
- 17. 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

PROFORMA FOR APPROVAL OF CONSULTANCY PROJECT

1. Project Title, Project Code & File No. :
2. Name of the Principal Investigator :
3. Name of the Co-Principal Investigator(s) :
4. Type of Consultancy project (Type I or Type II) :
5. Duration of the project :
6. Client/Customer :
- a) Name and address :
- b) Category of the client * :
(*Govt.Deptt./ Agency, Voluntary / Cooperative Agency , Research Organization, Public/Private Sector; Large/ Medium/ Small/ Cottage/ Tiny Units)
- c) Status : New / Repeat
- d) If it is repeat, please provide a brief statement of past experience:
7. Objective, scope and duration of the project :
8. Benefits to client on utilization of project output :
9. Financial aspects :

Type I project

- a. Travel
- b. Contingency
- c. Over head charges (15 to 35 % of the total budget)
- d. Sub total = T
- e. Consultation fee = X(not less than 33.3 % ; rounded off to 35% of the total budget T)
- f. Service charge GST = S
- g. Education Cess = E
- h. Total project cost(P) = T+X+S+E

Type II project

A. Non –Recurring (Capital cost)

Equipment's

B. Recurring (Direct expenses)

B1. Cost of man day charges /man power /salary

B2. Equipment usage charges

B3. Charges for utilizing Central facilities

B4. Chemicals/consumables

B5. Travel

B6. Contingency

B7. Over head charges

Sub-total = T (A+B1+B2+B3+B4+B5+B6+B7)

Intellectual fee = X

GST Service charge = S

Education Cess = E

Total project cost (P) = T+X+S+E

10. Honorarium payable

The distributable share to staff is 2/3rd i.e.65% of the Project Fee (X) =

11. Remarks

Principal Investigator (Signature)

Date:

DECISION OF COMPETENT AUTHORITY

The Consultancy Project (Project Code.....File No.....submitted by the Principal Investigator Dr.....has been approved / not approved for implementation.

Vice Chancellor

Date:

Copy to: