

CONSULTANCY POLICY

Hindi Vidya Prachar Samiti's

Ramniranjan
Jhunjhunwala College
of Arts, Science & Commerce

Autonomous College

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INTRODUCTION

Hindi Vidya Prachar Samiti's Ramniranjan Jhunjhunwala College is an Institution of repute offering, undergraduate, postgraduate and doctoral programs. The faculty members of the college have been rendering consultancy services to industry and other user sector in a non-remunerative manner. With the changing perception in the society college is encouraging faculty members to undertake consultancy projects in their areas of expertise. This will enabled them to widen and expand the existing knowledge and experience of faculty members. In this document, the processes to support these efforts have been included. A formal framework to guide the implementation of these processes is also included.

1. CONSULTANCY RULES AND NORMS & SCOPE OF CONSULTANCY SERVICES OFFERED

- 1.1. Consultancy Services may be offered to industries, service sectors, government departments and other national & international agencies in niche areas of expertise available in the college.
- 1.2. The service offered shall be along the lines of 'Professional Services' and will hence carry with them obligations and ethical requirements.
- 1.3. Consultancy services offered may cover a variety of activities.
- 1.4. Testing & Evaluation services are to be normally offered in selected specialized areas, in order to meet the needs of certain governmental and related agencies, special clients and other outside educational institutions.
- 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. All the research projects sponsored by the Government (DST, DBT, ICMR, DRDO, etc.), do not fall under the category of consultancy.

2. CONSULTANCY PROJECTS CATEGORIES

2.1 Each project shall be undertaken either under:

- a) Standard Terms and Conditions, or
- b) Specific Agreement or Memorandum of Understanding (MoU) describing the details of Contract and requires legal and expert clearance

In the former case, the work is taken up in good faith between the principal investigator and the client, the obligations and responsibilities of both parties being limited by the standard terms and conditions. A copy of the Standard Terms and Conditions is attached as Annexure 1.

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 covering various aspects such as deliverables, milestones, payment schedules, role and responsibilities of the parties, non-disclosure of confidential information, disputes resolution, liability, Intellectual Property Rights (IPR) matters, arbitration, and applicable law. These projects involve significant amount of effort and time associated with the negotiation and implementation of the research contracts.

2.2 Consultancy and related services offered will be categorized mainly as under:

Category 1: Individual Consultancy: (Expert Advice and Development Project) Consultancy that does not involve the use of any institutional facilities and is solely based on the expertise of the Principal Investigator.

Category 2: Institutional / Departmental Consultancy: Consultancy that involves the use of University infrastructure / facilities such as equipment, instrument, laboratory staff, etc.

Category 3: Testing and Evaluation / Calibration and Standardization Services: The service involves the routine testing and evaluation in order to meet the needs of outside organization / agencies / educational institutions.

NB: The consultancy and related services should not interfere with the normal teaching and research in the University.

3. ELIGIBILITY FOR UNDERTAKING CONSULTANCY

3.1. Consultancy and related assignments can be taken up by full-time faculty members of Departments, Core Research Scientists of R J College. All employees undertaking consultancy shall hereinafter be referred to as Principal Investigator (PI).

4. GENERAL CONSULTANCY RULES

- 4.1. All consultancy assignments by the faculty members should be undertaken with prior approval of the Head of the Department and permission of Director of Faculty (In case of standalone centre, Head of Centre).
- 4.2. A faculty member may be allowed to spend normally a maximum of one day per working week i.e. maximum of 52 days during the calendar year for consultancy. In special cases, Principal's permission may be sought.
- 4.3. Examinations, lectures, selection committees and other professional work of the faculty members are not to be included in the consultancy.
- 4.4. The consultancy account of RJ college, should be maintained by Head of Industry–college Interaction Cell and the Registrar.
- 4.5. All remuneration for consultancy should be received by demand draft or electronic transfer in favour of “Principal, Ramniranjan Jhunjhunwala College, Ghatkopar” payable at Mumbai and individual faculty member should not receive any cash directly.
- 4.6. Service Tax as applicable should be paid by the client or PI should include in the total cost.
- 4.7. For small or day-to-day consultancy works Proforma Invoice / Invoice (**Annexure 2A & 2B**) can be used and the consultancy amount collected has to be deposited into Industry–College Interaction Cell immediately or next working day.
- 4.8. Remuneration paid to an individual faculty member for consultancy as his share in one academic year should not exceed his total salary for the year. Any amount in excess of this prescribed limit due to a faculty member will be remitted to the College development fund.
- 4.9. Daily Allowance (D.A) / Travelling Allowance (T.A) are to be paid as permissible according to University rules or as per agreement with the client and PI, and it should not be included in the consultancy fees.
- 4.10. Before, accepting the consultancy job, the faculty member shall obtain the approval as mentioned in 4.1 and the format (**Annexure 3**) for Approval for Consultancy Works can be used.

5. DISTRIBUTION OF CONSULTANCY FEES

5.1. The consultancy fee shall be distributed as under:

| Consultancy Categories | PI and team members | Concerned Department | College |
|--|---------------------|----------------------|---------|
| Category 1 Individual Consultancy | 80% | 10% | 10% |
| Category 2 Institutional / Departmental Consultancy | 60% | 20% | 20% |
| Category 3 Testing and Evaluation / Calibration and Standardization Services | 30% | 70% | -- |
| Analysis and Characterization of Samples | 20% | 80% | -- |

For Consultancy Distribution Proposal, the format (**Annexure 4**) can be used.

The above breakup of the consultancy charges is for the internal administrative use of the college only and may not be revealed to the client for whom a lump sum figure of total consultancy charges may be quoted.

6. CERTIFICATION

6.1. The College (through its PI) is not authorized to undertake certification in any form. At best, one can say that, on a given day, with a given sample, a well-defined test yielded the reported results.

NOTE:

For all matters not covered in this document, as a general principle, Principal, College– Institute Interaction Cell may be approached for consideration on case to case basis.

ANNEXURE 1

STANDARD TERMS AND CONDITIONS

- 1. DECLARATION:** All works undertaken by R J College 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 College 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 R J College, 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 the college. The college reserves the right to retain one copy of the report and use the results of the project for its internal teaching and joint research and publication purposes.
- 4. WORK PERFORMANCE:** Every effort will be made to complete the specified work according to the planned time schedule. However, R J College will not be held responsible for delays caused beyond its reasonable control.
- 5. CONFLICT OF INTEREST:** R J College may take up work for other Clients also in the same area, provided, to the best of the institute's knowledge, there is no conflict of interest in undertaking such projects.
- 6. PAYMENT:** The payment of consultation charges to R J College are to be made in advance and in full before the start of the project through Demand draft (DD) in favour of "Principal, Ramniranjan Jhunjhunwala College" payable at Mumbai

OR

Electronic Transfer to the following account

Name of the Bank & Branch:

Account No. :

IFSC Code:

The DD or the details of electronic fund transfer can be sent to the Principal Investigator. The charges will also include any applicable tax and other levies, if any, as prescribed by the State / Central Governments 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: R J College 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 if any at all of the college 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 R J College 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 R J College and the Client. Any unsettled disputes may be subject to resolution as per the Indian Arbitration and Conciliation Act 1996 and the legal constraints are subject to Mumbai Jurisdiction only.

PRINCIPAL INVESTIGATOR

CLIENT

Amount Chargeable (in words): Rupees only.

Mode of payment (Kindly tick) Demand Draft Electronic Transfer

1. For Demand Draft, No. dated in favour of "R J College" payable at Mumbai drawn at Bank
2. For Electronic Transfer, UTR No. dated fromBank 3. TDS as applicable

For RAMNIRANJAN JHUNJHUNWALA COLLEGE

Name:

(Authorized Signatory or Principal Investigator) Designation:

Department:

Amount Chargeable (in words): Rupees only.

Mode of payment (Kindly tick) Demand Draft Electronic Transfer

1. For Demand Draft, No. dated in favour of “drawn at R J College” payable at Mumbai Bank
2. For Electronic Transfer, UTR No. dated fromBank
3. TDS as applicable

For RAMNIRANJAN JHUNJHUNWALA COLLEGE

Name:

(Authorized Signatory or Principal Investigator)

Designation:

Department:

For Category 1 and Category 2

ANNEXURE 3

RAMNIRANJAN JHUNJHUNWALA COLLEGE, GHATKOPAR

CONSULTANCY SERVICES

APPROVAL FOR CONSULTANCY WORKS

(For internal use only)

Date:

CATEGORY OF CONSULTANCY

Category 1: Individual Consultancy

Category 2: Institutional / Departmental Consultancy

1. Name of the Principal Investigator :
2. Name(s) of staff member(s) :
in-charge of the work
3. Laboratory & Department(s) / :
Centre undertaking the work
4. Organization for whom work is undertaken :
5. i) Date of commencement :
ii) Date of completion :
6. Total consultancy fees : Rs.
7. In the case of interdepartmental : Name of the Dept. / Centre % of
assignments** (Please indicate
percentage of share of amount
between departments/centres concerned)

Share

** In case of interdepartmental assignments, the signatures required from the concerned Heads of the Departments

Encl: 1. Copy of the consultancy letter from the organization (Annexure 5)

2. Copy of the signed standard terms and conditions (Annexure 1)

3. Details of the expenditures for materials used

PRINCIPAL INVESTIGATOR

HEAD OF THE DEPARTMENT

PRINCIPAL

For Category 1 and Category 2
ANNEXURE 4
RAMNIRANJAN JHUNJHUNWALA COLLEGE, GHATKOPAR

CONSULTANCY SERVICES
CONSULTANCY DISTRIBUTION PROPOSAL
(For internal use only)

Date:

CATEGORY OF CONSULTANCY

Category 1: Individual Consultancy

Category 2: Institutional / Departmental Consultancy

1. Name of the Principal Investigator (PI) :
2. Department :
3. Laboratory & Department(s) / :
Centre undertaking the work
4. Organization for whom work was done :
5. Approval No. & Date :
6. Amount paid by the organization : and Receipt No. & Date
7. Distribution proposal :
- (i) Total consultancy fees collected : Rs. from the organization

(ii) GST [18% of 7(i)] : Rs.

(iii) Total expenditures : Rs.
(Materials and consumables used)

(iv) Legal charges, if any : Rs. -----

(v) **Balance amount : Rs.**
Item 7(i) – [7(ii)+7(iii)+7(iv)] -----

KINDLY CHOOSE WHICHEVER IS APPLICABLE

For Category 1: Individual Consultancy,

For PI and team members : Rs.
80% of balance amount

For department development facilities : Rs.
10% of balance amount

For university development facilities : Rs.
10% of balance amount

For Category 2: Institutional / Departmental Consultancy,

For PI and team members : Rs.

60% of balance amount

For department development facilities : Rs.

20% of balance amount

For university development facilities : Rs.

20% of balance amount

Encl: 1. Details of the expenditures for materials used

2. Technical report duly signed by Principal Investigator and Client / Technical Representative of Client
3. The statement on the amount to be distributed among the staff members (both teaching and non-teaching)
4. In case of interdepartmental assignments, signatures required from the concerned Heads of the Departments along with the statement on the amount to be distributed

PRINCIPAL INVESTIGATOR

HEAD OF THE DEPARTMENT

PRINCIPAL

For Category 1 and Category 2

ANNEXURE 5

(To be Typed in the Organization Letter Pad)

LETTER FOR CONSULTANCY WORKS

Date:

Project Title:

Name and Address of the Organization:

Name of the Representative:

Designation:

Telephone:

Fax:

Email:

Name of the Principal Investigator:

Designation:

Department:

Telephone:

Fax:

Email:

Project Cost:

Service Tax:

Total Project Cost:

Duration of the Proposed Work:

Date of Commencement:

Date of Completion:

Scope of the Proposed Work:

Any other relevant details:

WE AGREE TO THE ABOVE PROPOSAL AND ALSO THE STANDARD TERMS & CONDITIONS OF SRM INSTITUTE OF SCIENCE AND TECHNOLOGY.

Authorized Signatory of the Organization

Signature:

Name:

Designation:

Date:

For Category 3

ANNEXURE 6

(To be Typed in the Organization Letter Pad)

LETTER FOR TESTING AND EVALUATION SERVICES

| | |
|---|------|
| Date: | |
| Title of Testing and Evaluation Services: | |
| Name and Address of the Organization / Institution: | |
| Name of the Representative: | |
| Designation: | |
| Telephone: | Fax: |
| Email: | |
| Name of the Principal Investigator: | |
| Designation: | |
| Department: | |
| Telephone: | Fax: |

Email:

Testing & Evaluation Cost:

Service Tax:

Total Testing & Evaluation Cost:

Duration of the Proposed Testing & Evaluation Work:

Date of Commencement:

Date of Completion:

Any other relevant details:

REPORTS: Any testing and evaluation report given by Ramniranjan Jhunjhunwala College, Ghatkopar 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 the college. The college reserves the right to retain one copy of the report and use the results of the project for its internal teaching and joint research and publication purposes

WE AGREE TO THE ABOVE PROPOSAL AND ALSO THE STANDARD TERMS & CONDITIONS OF SRM INSTITUTE OF SCIENCE AND TECHNOLOGY.

Authorized Signatory of the Organization / Institution:

Signature:

Name:

Designation:

Date: