

Manav Rachna University, Faridabad

Consultancy Rules, 2019

Members of the academic staff of the University including the senior functionaries are encouraged to take consultancy work. All consultancy assignments carried out by an individual or by a team of academic and technical staff, irrespective of the quantum of facilities used, shall be regarded as consultancies.

It comprises those assignments wherein specified and pointed problems of Industry/external organizations are tackled through investigational and analytical exercises, carried out by internal faculty and staff, for finding their optimal solutions. Such assignments shall, inter-alia, include verification of structural designs, design consultancy, software development, prototype development, field survey and report writing, expert advice and report evaluation, continuing education/training programme, testing and certification work and any other consultancy assignments undertaken by the faculty/staff, which are amenable to their acquired expertise, provided to an individual, the government, private industries and organizations. Following activities will fall under the consultancy:-

- a) Development of a product/part of product or services for any individual industry or organization external to the institution shall fall under consultancy where one or more staff works for such development for a pre agreed cost and period.
- b) Modification, augmentation or alteration of any product or process or services where one or more staff extend their active participation for such job.
- c) Any kind of professional advice given by one or more staff of the institution to external organization/firm/individual for a pre decided cost and time.
- d) Any research work undertaken by one or more staff of the institute for any external individual or organization to develop product or process or services.

(1) Short Title and Application

- These rules shall be called the "Manav Rachna University (Consultancy) Rules,2019". They shall come into force with effect from **01.07.2019**.
- These rules shall repeal MRU (Consultancy) Regulation, 2016
- These rules shall be applicable to all faculty, staff and students of the University.
- Notwithstanding anything to the contrary, these rules shall apply to every person in the whole time employment of Manav Rachna University.
- Unless otherwise specified, these rules shall apply mutatis mutandis in all their ramifications.

(2) Consultancy Process

Any staff, department or faculty may initiate the ground work and explore such possibilities. Faculty members of the University can directly be contacted by outside agencies for undertaking consultancy work in their area of specialization. In such cases, the members of the faculty shall formulate the proposal and submit the same to the Dean Research office.

In the event of an outside agency approaching the Institution for any Consultancy Assignments, the same will be referred to the office of Dean Research. Dean Research office shall, in Consultation with Vice Chancellor, assign the job to an individual or a group of individuals in the University after satisfying that the faculty assigned for the work possesses required competence and that the required support facilities are available in the Faculty Departments.

All consultancy related activities and policy have to be processed through the office of Dean Research and Registrar of the University.

(3) General guidelines

The following general guidelines shall be followed:-

- i. The consultancy assignments by the faculty members should be undertaken with the approval of Vice Chancellor of the University.
- ii. Consultancy fee shall be payable by demand draft or electronic transfer in favour of "MRU Consultancy" payable at Faridabad. No cash payment will be received by consultant.
- iii. A flow chart for the process of Consultancy work needs to be followed.
- iv. 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, Vice Chancellor's permission may be sought.
- v. Examinations, lectures, selection committees and other professional work of the faculty members are not to be included in the consultancy.
- vi. Goods and Services Tax (GST) etc. should be applicable as per norms of the GOI and the same should be clearly spelt out in the MoU/proposal itself.
- vii. For international consultancy projects:
 - a) Funds are received in foreign currency;
 - b) Service tax is not applicable
 - c) The collaboration of/with the other party/funding agency should be in conformity with the laws of all the countries involved and/or International laws as the case may be.
- viii. Dean Research office will assign a unique internal number to the project proposal.
- ix. **Purchases for consultancy work:** Purchase of material, equipment and other wherewithal shall be made by the Principal Investigator with approval of Dean. The inventory of items purchased for consultancy work will be maintained by the Principal Investigator as well as by the concerned department. The equipments purchased for consultancy work shall be deposited in the department stores once the consultancy work is completed. The same may however, be got issued by the Principal Investigator if they are required for another consultancy work. The goods/facilities purchased for the consultancy assignment shall become a permanent property of the University. The project expenditure for equipment and consumables will be maintained in a separate stock register by PI. During the course of work, if

need be, temporary advance to meet expenses on contingencies, purchase of materials, local conveyance etc. can be drawn with the approval of Vice Chancellor. Prior approval of the office of competent authority shall be necessary in cases, when payment is to be made to outside parties or persons are to be engaged on contract.

- x. **Overheads for use of institute facilities:** This includes charges for use of facilities, depreciation, utilities and handling charges etc. and would be levied for all equipments including computers and central facilities such as computer centre, workshop, library and Institute laboratories. Any damage caused to the equipment during consultancy work will be repaired out of the funds under this head.
- xi. **Cost of Labour:** This comprises the estimated OTA/Honoraria to be paid to the non-academic/ministerial staff involved in the Project and salaries of specialized manpower hired/ recruited specifically for the Project. If a person engaged in Project work is not eligible for O.T.A under the Over Time Allowance Rules of the University, he shall be paid honorarium.
- xii. **MoU/ Agreement:** Draft MoU/Agreement shall be vetted by the Legal cell of the University / Registrar / Dean Research office. Dean Research office shall take due care in this regard. An accompanying Consultancy Project Agreement shall also be signed
- xiii. **External Consultants in Consultancy Projects:** The services of external consultants 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 honoraria payable to external consultants may not exceed 10% of the total consultancy fee specified in the Consultancy Projects Proposal.
- xiv. **Project Responsibility:** These projects are headed by a Principal Investigator (PI), and may have Co-Principal Investigators (co-PIs) .The deliverables are the responsibility of the PIs. The PI shall submit a progress report bi-annually/or as per agreed time lines with the Client to the office of Dean Research for getting approval from Vice Chancellor. The progress report shall be duly signed by PI and Client organization. Copy of the progress report should be submitted to Dean (Research) office for record.

The statement of expenditure and utilization certificate will be prepared and signed at the end of every financial year by the PI and countersigned by the Dean Research.

4) Funds Distribution

The total consultancy money earned by the Principal Investigator / individual or a team of faculty members / staff will be distributed with the prior approval of the Vice Chancellor as per following %age sharing criteria after deducting taxes from total amount of consultancy received:-

- 30% share of total consultancy amount without utilization of University resources and 40% share with utilization of University resources as Overhead expenses to University.
- 70%/ 60% share of total consultancy money (as applicable) will be distributed among the faculty members / staff as per the recommendation of Principal Investigator after deducting recurring expenses including testing of samples, traveling allowances / daily allowances (TA/DA).

5) Consultancy project submission & review:

Duration of the project shall be counted from the date of final acceptance of the consultancy assignment (i.e. from the date of signing of the agreement and receipt of full payment /or part payment as agreed in MOU with client organization).

- a) If the consultancy proposal has been agreed to be executed in phases, the phase-wise duration will be indicated in the proposal and the completion of the project will be accepted phase-wise on submission of phase-wise completion reports. In such cases, the phase-wise break up of expenditure including the Consultancy Fee should be incorporated in the project proposal.
- b) Project review, if applicable, shall be done as agreed with the client organization. A report duly signed by the PI and client-organization shall be submitted accordingly to Dean Research office. It is advisable that the Project review with Client organization may be done frequently so that the desired outcomes are achieved to the satisfaction of both organizations.
- c) Correspondence with the client organization: The Principal Investigator with a copy thereof to the Dean Research office shall deal directly with the sponsoring organization in all matters regarding any particular Institutional Consultancy Project, after the job has been accepted by the University.
- d) Project Closure: After completion of the project, final report duly signed by PI and Client organization shall be submitted. The project file will be closed with the submission of the final technical and financial project report and transfer of the non-consumables and consumables to the School/Centre/Department stock register.
- e) The fee to the Principal Investigator and his consulting team members shall be distributed upon successful completion of the project after approval by the Vice Chancellor. For this purpose, acceptance of the phase-wise completion report by the client organization would be necessary.
- f) T.A/D.A. for travel and leave entitlement: The Dean (Research) shall be vested with authority to sanction the travel for the consultancy jobs in respect of any person

recruited / involved in the project on the recommendation of PI. TA/DA shall be paid as per rules.

6) Final Consultancy Report

After the consultancy assignment has been completed, the Principal investigator and his team shall prepare a consultancy report. The report shall broadly conform to a standard format to be prepared by the Dean Research office or as agreed with the client organization. After submission of the final consultancy report, if no response is received from the client organization within a month time it will be assumed that the report is acceptable to the client organization.

Report shall contain a brief description of the work carried out in conformity with the assigned scope of the consultancy work. Major & minor facilities used shall be clearly indicated. Test procedure and investigation methodology shall be clearly outlined. The outcome of the consultancy work shall be reported. Any test codes, standards utilized for the purpose of experimentation, testing and certification shall be clearly indicated in the report. References to any published work shall be clearly indicated and the same must be acknowledged. Intellectual property generated as a part of the consultancy shall be clearly documented and the same shall be submitted separately for patent/copyright wherever possible. In case the information in the report is considered 'classified' by the Principal Investigator, or the concerned sponsoring organization, a brief note to this effect may be endorsed. The report has to be, however, made available as soon as the information is "declassified".

7) Following proforma shall be followed for consultancy services:-

Annexure-1 Flow Chart of Consultancy process to be followed by the individuals

Annexure-2 Letter for Consultancy work on University Letter Pad

Annexure-3 Approval for Consultancy Services (for internal use only)

Annexure-4 Standard Proforma of Terms and Conditions for signing by both parties.

Annexure-5 Consultancy Distribution proposal (for internal use only)

CONSULTANCY WORK -PROCESS FLOW DIAGRAM

1. Copy of consultancy letter from the organization
2. Copy of letter for consultancy works (**Annexure-2**)
3. Copy of letter of acceptance by MRU(**Annexure-3 for internal use**)
4. Copy of signed Standard Terms and Conditions(**Annexure-4**)



5. Consultancy fees in the form of DD / Electronic Transfer in favour of “**Manav Rachna University Operation Account**” payable at Faridabad.
6. The consultancy amount will be distributed as per **Annexure-5** following the norms:
 - a) Deduction of GST as applicable
 - b) 30% / 40% overhead charges in **Manav Rachna University Operation Account**
 - c) 70% / 60% share distribution to PI and team members after deducting

(To be typed in the Organization Letter Pad)

LETTER FOR CONSULTANCY WORKS

Date:

Name and Address of the Organization:

Name of the Representative:

Designation:

Telephone: Fax:

Email:

Name of the Principal Investigator from University:

Designation:

Department:

Telephone: Fax:

Email:

Project Title:

Scope of the Proposed Work:

Project Cost:

Service Tax:

Total Project Cost:

Duration of the Proposed Work:

Date of Commencement:

Date of Completion:

Approx No. of contact hrs. to be put in by faculty and staff: (for internal use only)

Any other relevant details:

WE AGREE TO THE ABOVE PROPOSAL AND ALSO THE STANDARD TERMS & CONDITIONS OF MANAV RACHNA UNIVERSITY (MRU), FARIDABAD.

Authorized Signatory of the Organization

Signature:

Name:

Designation:

Date:

Manav Rachna University (MRU), Faridabad
CONSULTANCY SERVICES
APPROVAL FOR CONSULTANCY SERVICES
(For Internal use only)

Date:

1. Name of the Principal Investigator
2. Name(s) of staff member(s) :
in-charge of the work, if any
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 Share
assignments** (Please indicate percentage
of share of amount between departments /
centres concerned)

** 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
 2. Copy of the signed standard terms and conditions
 3. Details of the expenditures for materials used

PRINCIPAL INVESTIGATOR

HEAD OF THE DEPARTMENT

DEAN OF FACULTY

DEAN, RESEARCH REGISTRAR

VICE CHANCELLOR

STANDARD TERMS AND CONDITIONS

1. DECLARATION: All consultancy works undertaken by Manav Rachna University (MRU), Faridabad as part of the project assignment 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 Manav Rachna University, Faridabad 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 Manav Rachna University, Faridabad 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 Manav Rachna University, Faridabad. The institute 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 as per to the planned time schedule. However, Manav Rachna University, Faridabad will not be held responsible for delays caused beyond its reasonable control.

5. CONFLICT OF INTEREST: Manav Rachna University, Faridabad 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 Manav Rachna University, Faridabad are to be made in advance and in full before the start of the project unless agreed otherwise, through.

(i) Demand draft (DD) in favour of "Manav Rachna University Consultancy" payable at Faridabad

OR

(ii) Electronic Transfer to the following account

Bank Details of MRU:

Name of the beneficiary	: Manav Rachna University- Operation A/c
Account No.	: 2252000100130201
Name of the bank	: Karnataka Bank
Address	: Sec-21 C Shopping Centre, Faridabad
RTGS/NEFT IFS CODE	: KARB0000225
9 Digit MICR Code	: 110052013

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 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: Manav Rachna University, Faridabad 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 Manav Rachna University, Faridabad 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 work, will be the joint property of Manav Rachna University, Faridabad 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 amicably settled by Manav Rachna University, Faridabad 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 Faridabad/Delhi Jurisdiction only.

PRINCIPAL INVESTIGATOR

CLIENT

Manav Rachna University (MRU), Faridabad
CONSULTANCY SERVICES
CONSULTANCY DISTRIBUTION PROPOSAL
(For Internal use only)

Date:		
Name of the Principal Investigator		:	
Name(s) of staff member(s)		:	
in-charge of the work			
Laboratory & Department(s) /		:	
Centre undertaking the work			
Organization for whom work is undertaken		:	
i)	Date of commencement	:	
ii)	Date of completion	:	
Total consultancy fees received		: Rs.	
Taxes Deduction as per Govt. rules		: Rs.	
30%/40% Share of University as Overhead charges		: Rs.	
70%/ 60% disbursement to PI and team members (after deducting expenses from the amount)		: Rs.	
In the case of interdepartmental assignments** (Please indicate percentage of share of amount between departments /centres concerned)		Name of the Dept. / Centre	% of 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
2. Copy of the signed standard terms and conditions
3. Details of the expenditures for materials used

PRINCIPAL INVESTIGATOR**HEAD OF THE DEPARTMENT****DEAN OF FACULTY****DEAN, RESEARCH****REGISTRAR****VICE CHANCELLOR**