
SHIV NADAR UNIVERSITY

GENERAL INFORMATION & GUIDELINES FOR CONSULTANCY

2016

PREAMBLE:

Shiv Nadar University (SNU) extends to its academic staff the privilege of consulting with both public and private entities, whether national or international, because such activities can contribute to the professional development and stature of the faculty member, and thus may benefit the University as well as the faculty member. Such benefit may be, but is not limited to, enhancement of faculty professional expertise, establishing and maintaining professional contacts, associations and relationships, and developing opportunities for sponsored research. 'Consulting activity' is different from 'Sponsored Research', and is defined as paid professional work that is substantively related to a faculty member's area of expertise and duties at the university.

Professional consulting is encouraged provided such activities present no conflicts of interest and are kept within reasonable bounds. The primary safeguard is the requirement that the faculty member secure advance approval for consulting activities to ensure that the activity is beneficial to the University in that no conflicts of interest exist, no conflict with University duties and responsibilities is present, and the total amount of consulting by the faculty member is not excessive.

GUIDELINES:

The Consultancy proposal should be submitted on the prescribed two-page form (following page), **Consultancy Assignment Proposal and Agreement** and **Standard Terms and Conditions of Contract for Consultancy**.

All consultancy proposals shall be accompanied with a written communication from the Client clearly indicating the title of the consultancy project, scope of work, duration, amount of consultancy charges, deliverables, and any other relevant information/requirement.

The estimated budget should be prepared in the prescribed format as contained in the table titled **SNU Consulting Project – Breakdown of Charges** (see the last page of this document)

Work on a consultancy project shall be undertaken only after the prior approval of the competent authority as may be notified by SNU.

General guidelines concerning consultancy projects are given below. These guidelines are subject to change.

- (a) The responsibility for conduct of the project and the deliverables will lie with the Consultant In-Charge; the Research Office of SNU will provide the necessary administrative support.
- (b) The consultancy cannot be at the cost of SNU-assigned duties. A faculty member shall not devote more than an average of 12 hours (equivalent to 1½ working days) per week for all consultancy projects during a semester.
- (c) All of the expenditure for a consulting project, including the SNU Overhead Charges and the Service Tax, must be met by the sponsoring entity. SNU Overhead Charges are currently set at a flat 20% for projects not requiring use of laboratory resources, and 30% for projects requiring use of laboratory facilities. This overhead charge is computed as an addition to all fees and expenses for the Consultancy Project). Twenty-five percent of the overhead charge will go into a departmental professional corpus, and another 25% will be credited to a professional development fund of the consultant(s).
- (d) The minimum total budget for a consultancy project must be ₹ 10,000/- (excluding the Service Tax, currently 15.5%, but including the SNU overhead charges).
- (e) Although a faculty member is free to charge whatever daily fee they deem appropriate, SNU recommends that the minimum daily fee for Scientific / Technical / Professional Advice be no less than one percent (1%) of the faculty member's CTC.
- (f) The Consultant In-Charge can sanction payments to existing technical and supporting staff for work on a consulting project at a daily rate not to exceed one percent (1%) of said staff's CTC, and subject to a monthly maximum of one half of the monthly gross salary of said staff.
- (g) Recruitment of temporary staff for Consultancy Projects shall follow existing University norms and rules for project staff recruitment.
- (h) Purchases and travel for the consultancy project shall be from project funds budgeted for such expenses, and shall follow the existing University purchase and travel rules.

STANDARD TERMS AND CONDITIONS OF CONTRACT FOR CONSULTANCY

These terms and conditions are to cover projects for the development of products, processes, field studies, laboratory studies, model studies, calculations, economic, social, historical, anthropological consulting and other forms of project of specified interest to the client. The conditions are binding unless otherwise agreed upon in a separate document.

- PROJECT PLANNING:** If the project size or subject so warrant, the University shall, together with the Client, prepare a work plan and budget for the project or parts of the project. When such a plan is made, it shall normally be accepted by the Client before commencement of work on the project. The University shall supply information regarding the progress of the project at any time at the Client's request. The Client may, with the agreement of the University, follow the progress of the project personally, or through a third party named by the Client. The University and the Client shall agree on the form and frequency of formal reports concerning the progress and the results of the project.
- RESPONSIBILITY:** The University undertakes to carry out the project as conscientiously as conditions allow, but accepts no financial or other responsibility or liability should the work not lead to expected results. The University accepts the project on 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.
- DISCRETION:** The University undertakes to handle with discretion all reports, results, and all material which the Client places at the disposal of the University in connection with the project.
- SUB-CONTRACTING:** The University reserves the right to allow any work, experimental or otherwise, to be carried out by a third party, provided this does not result in the danger of information of a confidential nature coming into the hands of unauthorized persons.
- RESULTS OF THE PROJECT:** The results of all work done by the University in connection with the project, incorporated in written reports in accordance with paragraph 1, shall remain the property of the Client. Results arrived at with little or no involvement on the part of the Client are available free of charge for the Client's own use. However, the University reserves the right to use such results in connection with activities outside the scope of the project. Inventions are covered in paragraph 6 below. If the Client consists of several individuals or entities, all questions of rights between such individuals or entities must be settled between them, and are of no concern to the University. Unless otherwise agreed, all reports are to be sent to the Client as electronic files with signed hard copies only on request or prior agreement. The University retains the right to retain copies of the report in electronic form or as hard copy.
- INVENTIONS:** All intellectual property, including reports, generated by the University on the project are the property of the University, unless specifically agreed to otherwise by the University before the start of the Consultancy Project. This includes patentable inventions derived as part of the project. The Client will have the right to use such intellectual property free of charge.
- PUBLISHING THE RESULTS/OUTCOMES OF THE CONSULTANCY:** The results/outcomes of the consultancy must not be exploited by the Client organization for its business by using SNU's name/logo through press advertisements/publicity material or in any other manner. Manuscripts of academic papers, brochures, advertisements or other forms of published material which refer to or quote the proprietary results of the project shall be vetted by both parties before publication.
- 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.
- PROJECTS FOR OTHER CLIENTS:** The University may undertake other projects in the same field provided, to the best of the University's knowledge and belief, there exists no danger of information of a confidential nature coming into the hands of a third party. Any agreement to restrict the University from undertaking similar projects during or after the life of the project shall be covered by a separate contract.
- APPARATUS:** Instruments and/or equipment obtained in connection with the project and charged to the Client remain the property of the University unless specifically agreed to otherwise by the University.
- TERMINATION OF THE PROJECT:** 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 month's notice except where otherwise agreed upon. The Client in this case will not be liable for any expenses incurred after the period of notice.
- NORMAL TERMS OF PAYMENT:** The payment of the University charges for the consultancy project are required to be deposited in full, unless specifically agreed to otherwise by the University, before the start of the work. The payment should be through a crossed bank draft/cheque or through direct electronic transfer of funds. The draft/cheque is to be drawn in favour of "Shiv Nadar University, Dadri," and sent either to the Consultant in-Charge or the Finance Officer, and drawn on any bank in the NCR
- DIOSPUTES:** In the event of any dispute or difference between the parties hereto, such dispute or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to an outside arbitrator to be nominated by the Vice Chancellor of SNU for a reasoned Award. The Award of the arbitrator shall be binding on the parties to the dispute.
- SERVICE TAX:** As per Service Tax Act of the Government of India, a service tax – currently 15.5% -- will be levied on total consultancy charges and this amount is to be borne by the Client.

ADDITIONAL REQUIRED INFORMATION ABOUT PROPOSED CONSULTANCY PROJECT
(FOR SNU INTERNAL USE ONLY)

SECTION A

- 8. Will any external expert(s) be engaged for the consultancy project?Yes No
- 9. Will any other SNU faculty be engaged for the consultancy project?Yes No
If yes, please provide name(s), designation(s) and affiliation(s):
 - (1)
 - (2)
 - (3)
- 10. Will any SNU student(s) be engaged for the consultancy project?Yes No
- 11. Will the consultancy project require use of SNU laboratory/field facilities and equipment?Yes No
- 12. Will the consultancy project require use of the services of SNU laboratory staff?Yes No
- 13. Does the project involve human subjects?Yes No
- 14. If yes, does the proposal adhere to bioethical regulations involving use of human subjects?Yes No
- 15. Does the project involve certification of animal care?Yes No
- 16. Does the project involve use or generation of Bio-hazardous material?Yes No
- 17. Does the project involve rDNA technology?Yes No
- 18. Does the project involve Stem Cell technology?Yes No
- 19. Will there be any restrictions on the publication of results?Yes No
- 20. Are there any specific proposals concerning ownership of intellectual property rights?Yes No

SECTION B

Declaration by the Consultant In-Charge: I certify that:

- 1) As an academic staff member of the University, my participation in the consultancy project must be in accordance with my appointment and the University obligations; and policies.
- 2) The information provided in the application is complete and accurate.
- 3) I have included overhead or indirect costs, including costs for external consultants and/or non-SNU staff to be hired for project-specific purposes (as applicable).
- 4) I fully understand and accept reporting obligations and other deliverables associated with this consultancy project.

Signature _____

Date _____

SECTION C

Declaration by the Director/Dean of Research: The proposal may be submitted to the client for funding with the understanding that the concerned faculty will comply with their responsibilities under all applicable University policies and procedures.

Signature _____

Date _____

SECTION D

Declarations by Co-Consultants: I/We have read the complete proposal. I/we agree to the terms of the respective declarations above and that the Consultant In-Charge will administer the Consultancy Project on behalf of the group.

Name _____ Signature _____ Date _____

Name _____ Signature _____ Date _____

Name _____ Signature _____ Date _____

SNU Consulting Project -- Breakdown of Charges
(For Internal Use Only)

		Description of Budget Head	Budget Code	Amount (INR)
A.		Fees for Scientific & Technical Advice		
B.		Expenses		
		<i>Recurring</i>		
	B1.	Salary of Project Staff		
	B2.	Honorarium to existing SNU Staff/Students		
	B3.	Fees/Charges paid to outside consultants		
	B4.	Travel (includes per diem)		
	B5.	Contingency		
	B6.	Consumables		
	B7.	Others		
		<i>Non-Recurring</i>		
	B8.	Equipment		
	B9.	Any other one-time non-consumable		
C.		SNU Charges (20% / 30% of A + B)		
D.		Total (A + B + C)		
E.		Service Tax @ 15.5% of D		
F.		GROSS TOTAL (D + E)		