

MAHARSHI DAYANAND UNIVERSITY, ROHTAK

RULES FOR CONSULTANCY SERVICES OF THE UNIVERSITY

PREAMBLE

Maharshi Dayanand University, Rohtak (hereinafter referred to as “MDUR”) is dedicated to excellence in teaching and research in consonance with the contemporary and future needs of India. In addition to offering various teaching and research Programs, MDUR actively encourages its faculty members and other academic staff members to undertake consultancy projects with industry and other comparable institutions of higher learning in order to create new knowledge and widening the research profile of its faculty and staff members. This policy document, compress the processes to support these efforts.

CONSULTANCY RULES AND NORMS

1. SCOPE OF CONSULTANCY SERVICES OFFERED

- 1.1. Consultancy Services may be offered to industries, service sectors, government departments and other national & international agencies in areas of expertise available in MDUR.
- 1.2. The service offered shall be along the lines of 'Professional Services' and will hence carry with them obligations and ethical requirements associated with such services as indicated in the standard terms and conditions (**Annexure 1**).
- 1.3. Consultancy services offered may cover a variety of activities including expert advice, use of animal house facilities, instrumental analysis, computing facilities, *in vitro* and *in vivo* biological assays, tissue culture techniques, geo-informatics based consultancy, personal and professional counseling, sample testing etc.
- 1.4. All Consultancy works job need to be structured and executed in the spirit of promoting MDUR–Industry Interactions, as a vehicle for augmenting current levels of excellence in teaching and research and in the process of generating funds.

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 (as defined in item 3) 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 other applicable laws. 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:

- (a) Category 1: Individual Consultancy: Consultancy that solely based on the expertise of the Principal Investigator (as defined in item 3) and does not involve significant use of any institutional facilities.
- (b) Category 2: Departmental Consultancy: Consultancy that requires departmental and/or inter departmental expertise and involves the use of University infrastructure / facilities such as equipment, instrument, laboratory staff, etc.

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

3. ELIGIBILITY FOR UNDERTAKING CONSULTANCY

Consultancy and related assignments can be taken up by full-time faculty member(s) of Department(s), Institute(s), and Centre(s) of MDUR.

4. GENERAL CONSULTANCY RULES

- 4.1 Director, Consultancy will co-ordinate and guide the consultation activities of the University and to take suitable administrative action to regulate and monitor such activities as per rules framed by the University in this regard.

He/She may exercise such authority as may be vested in him/her by the Vice-Chancellor.

- 4.2 All consultancy assignments by faculty members should be undertaken with prior permission of Director Consultancy with a copy to the concerned Head of the Department / Director of the Institute/centre for information.
- 4.3 A faculty member may be allowed to spend normally a maximum of 20 days (This period will be treated as Duty Leave) in a year for consultancy. In special cases of consultancy beyond 20 days, Vice-Chancellor's permission may be sought.
- 4.4 The remuneration for consultancy should be received by a Cheque/Demand Draft/Online Transfer in favour of Finance Officer of the University. **Individual Faculty members/Department should not receive consultancy amount directly.**
- 4.5 GST and other taxes as applicable should be paid by the client and PI should include the same in the total cost of consultancy project. Consultancy work Performa invoice available as **Annexure 2** can be used.
- 4.6 Permissible Daily Allowance (D.A) / Travelling Allowance (T.A) are to be paid according to University rules or as per agreement with the client and PI, and it should not be included in the consultancy fees.
- 4.7 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	University
Category 1 Individual Consultancy	80%	20%
Category 2 Institutional / Departmental Consultancy	40%	60%

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

6. CERTIFICATION

MDUR (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.

7. SUBMISSION OF FINAL REPORT

After the completion of consultancy project, the Principal Investigator should submit the Final Report as per **Annexure 5**.

NOTE:

For all matters not covered in this document, as a general principle, Director, Consultancy may be approached for consideration on case to case basis.

STANDARD TERMS AND CONDITIONS FOR CONSULTANCY SERVICES

1. DECLARATION: All works undertaken by MDUR 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 MDUR 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 MDUR 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 MDUR. The MDUR 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, MDUR will not be held responsible for delays caused beyond its reasonable control.

5. CONFLICT OF INTEREST: MDUR 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: Unless specified otherwise, 20 % payment of consultation charges to MDUR is to be made in advance before the start of the project through Cheque/Demand Draft (DD)/Online Transfer in favour of Finance Officer, Maharshi Dayanand University, Rohtak. The charges will also include any applicable tax and other levies, if any, as prescribed by the State / Central Governments from time to

time. Rest of the 80 % amount shall be payable after completion of the work within a week time before finalization of the report.

7. TERMINATION: The Consultancy Project 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: MDUR 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 MDUR shall be limited to the funds received for the Consultancy Project.

9. INTELLECTUAL PROPERTY RIGHTS: All rights pertaining to any intellectual property generated / created / invented in due course of the project, will be the joint property of MDUR 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 Consultancy Project shall be amicably settled by MDUR 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 Rohtak Jurisdiction only.

PRINCIPAL INVESTIGATOR

CLIENT

Place:

Date:

ANNEXURE 3**MAHARSHI DAYANAND UNIVERSITY, ROHTAK****APPROVAL OF CONSULTANCY PROPOSAL***(For internal use only)*

Date:

1.	Name of the Principal Investigator (PI) and department	:															
2.	Type of consultancy	:	Individual / Departmental														
3.	Laboratory & Department(s) / Centre undertaking the work	:															
4.	Name of the client Organization	:															
5.	Date of commencement	:															
6.	Amount paid by the organization and Receipt No. & Date																
7.	Details of proposal	:															
	(i) Total consultancy fees to be collected from the organization	:	Rs.														
	(ii) GST	:	Rs.														
	(iii) Other applicable taxes and charges	:	Rs.														
	(iv) Expected Total expenditures (Materials and consumables to be used)	:	Rs.														
	(v) Balance amount (7i – 7 iv)	:	Rs.														
8.	Revenue sharing of consultancy fees		<table border="1"> <thead> <tr> <th colspan="2">Amount in Rs.</th> </tr> </thead> <tbody> <tr> <td>University Share</td> <td></td> </tr> <tr> <td>PI Share</td> <td></td> </tr> <tr> <td>Others if any</td> <td></td> </tr> <tr> <td>1</td> <td></td> </tr> <tr> <td>2</td> <td></td> </tr> <tr> <td>Total</td> <td></td> </tr> </tbody> </table>	Amount in Rs.		University Share		PI Share		Others if any		1		2		Total	
Amount in Rs.																	
University Share																	
PI Share																	
Others if any																	
1																	
2																	
Total																	

- Encl:**
1. Copy of signed terms and conditions (**Annexure 1**)
 2. Copy of consultancy offer letter from organization (**Annexure 4**)
 3. Details of the expenditures for materials to be used
 4. The statement on the amount to be distributed among the staff members (both teaching and non-teaching if applicable)

PRINCIPAL INVESTIGATOR

DIRECTOR CONSULTANCY

(To be Typed on 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 :

GST and other taxes as applicable : :

Total Project Cost :

Duration of the Proposed Work :

Date of Commencement :

Date of Completion :

Scope of the Proposed Work :

Any other relevant details:

DECLARATION:

WE AGREE TO THE ABOVE PROPOSAL AND ALSO THE STANDARD TERMS & CONDITIONS OF MAHARSHI DAYANAND UNIVERSITY, ROHTAK.

Authorized Signatory of the Organization

Signature:

Name:

Designation:

Date:

MAHARSHI DAYANAND UNIVERSITY, ROHTAK
FORMAT OF FINAL REPORT OF CONSULTANCY PROJECT

1	Name of Principal Investigator and department		
2	Type of consultancy project	Individual / Departmental	
3	Organization for which the consultancy work has been done		
4	Date of commencement		
5	Date of completion		
6	Total consultancy fees received		
7	Distribution of consultancy fees as per consultancy norms laid down by the University	Amount in Rs.	
		University Share	
		PI Share	
		Others if any	
		1 2	
	Total		

(Signature of Principal investigator)

Encl:

1. Copy of approval letter for consultancy services (**Annexure 3**)
2. Final technical report duly signed by both PI and the external organization to which consultancy services offered
3. Duly signed distribution of consultancy fees to different investigators if applicable