

CONSULTANCY POLICY



**CHILDREN'S UNIVERSITY
GANDHINAGAR
2022**

THE CONSULTANCY

Consultancy is essentially a knowledge-based profession and consultants play an important role in technological, educational and economic development and are effective agents of change in the society. Consultancy plays an important role in providing a competitive edge to an organization.

The intangible assets of an organization such as technical know-how and expertise of the staff, are today, often more valuable than its physical assets. Over the last few decades, legitimate appreciation of the commercial value of technical know-how has grown both within the academic / non-academic community and in the society at large.

Keeping in mind the intellectual strength of Children's University, Gandhinagar, growing awareness about the innovative research of commercial value and the need for collaboration with other organizations for mutual benefits, the Consultancy rules have been formulated to provide guidance to the Full time faculty of Departments / Centers, etc. and any other Professionally / Technically well qualified employees of Children's University, Gandhinagar, interested in the consultancy work. The honorable Vice Chancellor can appoint any permanent employee of the University as a head of Consultancy Cell irrespective of his post and seniority. **Head of the University Consultancy Cell** should be a person who can handle **legal issues** arising out of consultancy work in future.

This document specifies the rules and norms of Children's University, Gandhinagar regarding consultancy and obligations depending upon the nature of consultancy.

1.0 SCOPE OF CONSULTANCY SERVICES OFFERED:

- 1.1 Consultancy Services may be offered to Preschools, Schools, Colleges, Service Sector, Govt. Departments and other National and International agencies in the areas of expertise available in the University.
- 1.2 The services 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 (Appendix-I).

1.3 Technical infrastructure / Computational facilities of the university may be offered to undertake the outside work of the clients. The use of physical infrastructure of the University purely for Rent Purpose will not be covered under consultancy work.

2.0 CONSULTANCIES THAT CHILDREN'S UNIVERSITY CAN OFFER:

Consultancy services to be offered by the university may cover a variety of activities that are related to the nature of the departments / centers and courses/ programmes run in university and the expertise available in the university. It encompasses consultancies relating to the expertise in testing and evaluation, guidance and counseling, research, toy innovation, prenatal, toddler and adolescence, food and nutrition, social work, pregnancy, digital learning resources etc.. as per the need of society and expertise inherent in the university.

3.0 CONSULTANCY REVENUE SHARING POLICY

Whatever net income is generated (Formula: Gross Income- All Expenses) will be shared between University and Principal Consultant in 40:60 manner. Full time regular faculty of Departments / Centers etc. and any other Professionally & Technically well qualified employee of the university can be the consultant.

4.0 GENERAL CONSULTANCY RULES

4.1 The services of permanent employees of the University will be utilized for the execution of the consultancy projects provided it does not affect at any cost their primary functions and responsibilities to the University.

4.2 With the permission of the Hon. Vice Chancellor/ Registrar, staff working in the consultancy project would be allowed to go out on 'on duty' bases rather than duty leave.

4.3 Consultancy assignments must not have any adverse impact on the ongoing academic, research, official and administrative activities. Further, such assignments need to be carefully scheduled in the light of ongoing commitments. If required, a clear indication of the earliest date on which the assignment can commence may be clearly spelt out in the proposal form.

4.4 All consultancy assignments must be handled with utmost sincerity.

- 4.5 Outstation travel on Consultancy Assignments will be undertaken with the prior approval of the Vice-Chancellor under intimation to the Head of the Department / Office concerned. TA-DA, expenses towards boarding and lodging, etc. as per entitlement of the consultant shall be admissible as per university rules. However, depending on the urgency of the consultancy work and the consent of client, the consultant(s) may claim TA-DA irrespective of his / her entitlement as per actual on the production of original tickets / bills. All these expenses will be met out of the concerned consultancy project funds. All these expenses should not exceed 1/3 amount of the project funds.
- 4.6 The consultant(s) will have the right to publish the work carried out by him/her out of the consultancy work after taking prior permission of the client.
- 4.7 No retiring employee of the University will be allowed to submit a fresh consultancy project proposal as a consultant, if the duration of the project is beyond his/her date of retirement. However, in exceptional circumstances, a retired employee may continue to work as consultant with the approval of the Vice Chancellor.
- 4.8 If the Principal Consultant leaves the University or proceeds on leave or not available for some reason (exigency / critical illness), the Head/ Director of the University Consultancy Cell, on the recommendation of the Principal Consultant (if he/she is available) will appoint a new Principal Consultant (Either from University or from outside) in consultation with the client subject to the eligibility criteria of the consultancy rules and the written consent of new Principal Consultant. The new Principal Consultant will also give an undertaking to complete the project in the remaining funds and time period to the Head/Director of the University Consultancy Cell through Head of the department / office concerned. However, in case of death of Principal Consultant, a mutually agreeable solution with the client will be worked out by the Head/ Director of the University Consultancy Cell with the permission of the Vice Chancellor of the University.
- 4.9 Normally the agreed charges of the consultancy project are to be deposited by the client as decided mutually by university and client. However, this stipulation is negotiable. In cases where the consultancy work is started with only partial charges deposited in advance, the arrangements of subsequent receipt of funds

from the client have to be clearly spelled out in advance while submitting the proposal before screening body. The final report of the consultancy work shall be released subject to the full payment of the total contracted amount.

- 4.10 If any of the Consultant(s) or supporting staff wishes to donate part or whole of his/her own remuneration, the same will be permissible and transferred to Institutional Development Fund only.
- 4.11 Items like Book royalty and honorarium for Expert members' meetings, invited lectures, PhD viva/evaluation, invited training programmes, organization of conferences/workshops are not covered under consultancy.
- 4.12 A consultancy project is normally expected to be closed soon after the date of completion as stipulated in the original project proposal, unless an extension has been sought and granted. The completion certificate should be taken from the client on his letterhead by the Principal Consultant.
- 4.13 Consultant(s) shall disclose in writing at the time of submission of consultancy project proposal, the existence of (i) any relationship between him / her and the client funding the consultancy project or any vendor to whom payments are made from the consultancy project funds, in the form of involvement of any immediate relatives or (ii) any scope for potential disproportionate self- gain. Head/ Director of the University Consultancy Cell will review such cases and decide appropriately, with the advice of the Consultancy Cell, to ensure that no actual conflict of interest exists and that such an involvement by the consultant does not adversely affect the consultant's objectivity, integrity, or commitment to the University and to the profession. In case any such relationship is found later on, the consultant would be responsible and action might be taken up by the Vice Chancellor of the University.
- 4.14 In case any legal dispute arises between the consultant(s) and the client, consultant (s) liability will be restricted to a maximum limit which will be calculated as follows: Maximum Liability = The total contracted amount (excluding Service Tax) charged for the consultancy project – the expenditure / liabilities on the project. It is in the interest of the consultant(s) to bring this fact to the notice of the clients well in advance. The expenditure / liabilities as determined by the University will be calculated as the expenditure / liability till such date on which the client inform the consultant(s) in writing to stop work on

the project for on-going projects, or till the end of the project for completed projects. The expenditure will also include the remuneration paid to the supporting staff of the University. The expenditure on this account may be charged from the Institutional Development Fund (IDF). Submission of the requisite report itself in such cases shall constitute the Utilization Certificate / final bill.

- 4.15 If a prima-facie case of malpractice and/or misconduct is established by a fact finding committee/ Cell, the Vice Chancellor, may prohibit the concerned person to take part in any new project either as consultant or the associated staff, till such time that a final decision is taken by the appropriate authority in the matter. However, in such cases the concerned person will be expected to complete his/her obligations in the ongoing consultancy project(s) with which he/she is connected, in order that the ongoing projects and obligations to the client do not suffer.
- 4.16 Consultant(s) or the clients cannot use the name of the University or the fact that they are affiliated with the University, in a manner that (i) suggests that the University approves or disapproves of a product or service or (ii) suggests that the University has performed consultancy when it has not done so, or misleadingly states the results of University expertise or (iii) may be interpreted to communicate the official position of the University on any issue of public interest.
- 4.17 Any disagreement within the University arising at any stage of a Consultancy project will be resolved in consultation with respective departmental head, Head/ Director of the Consultancy Cell and Vice Chancellor to ensure removal of bottlenecks and smooth functioning of the project. In case of any dispute arising at any stage of Consultancy project between Consultant(s) and the client(s), the Consultant(s) will be responsible for settlement of the dispute. The arbitration power shall lie with Registrar, Children's University, Gandhinagar in case of any dispute and the decision taken by the Vice-Chancellor shall be final.

5.0 CONSULTANCY PROPOSAL INITIATION AND MANAGEMENT

- 5.1 Consultancy projects are normally initiated by requests / enquiries from the Client directly to the University or by discussion between the Client and the Consultant(s). When the enquiry is directly received by the University, the

Principal Consultant and other consultants (if required) will be identified depending on their expertise, and existing commitments, by the Head/ Director of the Consultancy Cell on the recommendations of the Head/ Director of the Department/ Centre he belongs to and on the recommendations of the Registrar in case of non-teaching staff.

In the event of a client preferring the services of a specific consultant, the consultant must fulfill the specified eligibility criteria and proper justification by the client for preferring a specific consultant must be given. Consultancy Cell after satisfaction shall ask the identified Principal Consultant to submit the detailed proposal as per the specified procedure.

- 5.2 The Principal Consultant shall submit a detailed project proposal (as per the Performa at Appendix II) for the consultancy work through the respective Head of the department / centre he or she belongs to.
- 5.3 An employee of the university, who finds himself / herself eligible for the consultancy work, can also submit a detailed project proposal (as per the Performa at Appendix II) through respective Head of the department /branch/ office to the office of Head/ Director of University Consultancy Cell.
- 5.4 The proposal so submitted shall be placed for screening before the University Consultancy Cell. The recommendations of the Cell will be approved by the Vice-Chancellor through Head/ Director of the Consultancy Cell.
- 5.5 The University Consultancy Cell will consist of the following:
 - i. Vice-Chancellor-Chairman
 - ii. Director/ Head of the University Consultancy Cell -Member Secretary
 - iii. Respective HOD(in case of Teaching Staff)-Member OR Registrar (in case of Non-Teaching Staff)
 - iv. A.R. /D.R.(Accounts)-Member
 - v. One Outside Expert (*In case the total cost of Consultancy project is more than Rs. 2 Lakhs.*)to be nominated by Vice-Chancellor)- Member

The consultant(s) shall not be a part of the Consultancy Cell during screening.

- 5.6 The Director/ Head of the University Consultancy Cell will intimate the Principal Consultant through respective Head of the dept. / office about the decision of screening by the University Consultancy Cell after getting approval from the Vice-Chancellor.

5.7 For large projects (> Rs. 10 Lakhs), the Consultancy Cell shall review and assess the progress periodically (at least once in a year or twice) for timely completion of the projects. The Principal Consultant shall submit progress report every six months to the Consultancy Cell. Also, he/ she shall present his/her annual progress invariably in front of the Consultancy Cell.

5.8 Documents to Maintain

Following documents will be maintained by the Principal Consultant through his team members and produced as and when required.

- i. Attendance Records: Attendance record of the Consultant(s), supporting staff etc. with man-hours spent during the consultancy work.
- ii. Inspection / Field Visit Register: A register to record any field visit by the Consultant(s) be maintained by the Principal Consultant. The suggestions rendered by the Consultant(s) during field visit along with remarks of the clients must be recorded. Further, if any expert advice by external expert is required during the Consultancy project, the same may also be recorded along with the remarks of the Consultant(s).
- iii. Salary/Payment Record: To record all payments made to Consultant(s), supporting staff etc.
- iv. Consumable and Non-Consumable Register: Register for recording hire/purchase of all equipment's, materials, all consumables, non- consumables items etc. and its utilization are to be recorded.
- v. Travel Record Register: To record details of all expenditure incurred on travel.
- vi. Log books and Warranty/Guarantee Record: Log books be used to record number of hours, laboratory equipment or hired or purchased equipment have been used. Besides, maintain warranty/guarantee certificates and also breakdown details of equipment.
- vii. Correspondence File: For all correspondence since initiation.
- viii. Agreement/Contract File: To maintain complete record of all agreements, contracts, drawings and such document which may constitute legal requirement.
- ix. Work Progress Report: Record of monthly progress report will be maintained by the Consultant(s). Every three months, the consultant(s) is supposed to submit a copy of progress report to the client.

- x. Any Other Document: Any other document as per the requirement of the client / nature of consultancy project, etc. shall also be maintained by the Consultant(s).
- 5.9 At the time of completion of a consultancy project, the Principal Consultant shall submit a copy of final report along with duly audited expenditure statement, utilization certificate and completion certificate from the client to the Director/ Head of the University Consultancy Cell.
- 5.10 University Consultancy Policy can be revised annually if any worthwhile changes are required for the first 3 years. Later on, it can be modified after every three years with the approval of the Consultancy Policy Cell and Vice Chancellor of the University.

6.0 BUDGETARY NORMS AND DISTRIBUTION OF CONSULTANCY FUNDS

- 6.1 All payments related to Consultancy work will be received by the university under separate budget head "Consultancy Services". The funds for Consultancy work will be operated by the Registrar of the University

Expenditure Details:

The actual expenditure in the consultancy work should cover the following costs related to the project. The taxes will be applicable as per government rules.

- i. Permanent equipment's/components to be procured.
- ii. Consumable materials.
- iii. Travel expenses in connection with the consultancy work.
- iv. Charges to be paid for the use of Computational facilities, lab testing facilities or some specific job-work, expert advice, etc. to the outside agency or within the University for Smooth Execution of the consultancy work. In case the charges are paid within the University, it shall be credited towards Institutional Development Fund (IDF).
- v. Contingency expenses to cover cost of preparation of report, typing, word processing, drawing, drafting, stationery, reproduction, literature (books, journals, membership fee for professional societies), postage, courier, FAX and telephone (including rental and STD/ ISD call bills of telephone at residence or mobile phones),etc.
- vi. For all consultancy staff, the upper limit for remuneration from consultancy Projects shall not exceed 150 percent of his / her Gross Salary in the financial year.

- vii. Insurance on equipment and manpower during travel.
- viii. Maintenance, calibration / recalibration of equipment / testing facilities required for consultancy work.
- ix. Any other costs considered appropriate.
- 6.2 All expenditure under consultancy projects shall be made as per norms prevailing in the University.
- 6.3 The Honorable Vice Chancellor has the power to change/modify the rules and regulations of consultancy policy. The decision of Honorable Vice Chancellor is final in any matter covered or uncovered in the policy. If any further dispute arises, it will be subject to Jurisdiction of Gandhinagar Courts.

Appendix-I

STANDARD TERMS AND CONDITIONS

In addition to the specified General Consultancy rules, the following terms and conditions will apply to consultancy projects taken under all categories by CHILDREN'S UNIVERSITY, Gandhinagar, unless otherwise mutually agreed to in a separate document.

1. **DECLARATION:** All consultancy work undertaken by CHILDREN'S UNIVERSITY, Gandhinagar 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 CHILDREN'S UNIVERSITY, Gandhinagar 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 CHILDREN'S UNIVERSITY, Gandhinagar will be based on work performed according to available standards and / or open domain literature. In any event, this report can not be considered as a legal document, certificate or endorsement and may not be used for marketing of the products or processes, without prior consent from CHILDREN'S UNIVERSITY, Gandhinagar. 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.
4. **WORK PERFORMANCE:** Every effort will be made to complete the specified work according to the planned time schedule. However, CHILDREN'S

UNIVERSITY, Gandhinagar will not be held responsible for delays caused beyond its reasonable control.

5. **CONFLICT OF INTEREST:** CHILDREN'S UNIVERSITY, Gandhinagar 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 consultancy work to CHILDREN'S UNIVERSITY, Gandhinagar are to be made as decided mutually between the consultant and client.
 - (a) Through a demand draft / crossed valid cheque, / online received in favor of Registrar, CHILDREN'S UNIVERSITY, GandhinagarThe charges will also include any applicable tax as prescribed by the Government of India from time to time.

University has to hand over the amount of consultancy received to the principal consultant as early as possible for smooth functioning and completion of the project.
7. **TERMINATION:** The consultancy 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:** CHILDREN'S UNIVERSITY, Gandhinagar 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.
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 CHILDREN'S UNIVERSITY, Gandhinagar and the Consultant(s). Terms and conditions regarding transferring / assigning / selling these rights to the client shall be governed by a separate written and mutually agreed to document, if required.
10. **ROYALTY:** Out of the sales made for a patent emerging from consultancy work, an annual royalty (to be divided equally between the consultant and the University) of a fixed percentage (to be decided by the Vice Chancellor) will be paid to the University by the client.

11. **RESOLUTION OF DISPUTES:** Any disputes arising out of the project shall be amicably settled by both the organizations. The arbitration power shall lie with Registrar, CHILDREN'S UNIVERSITY, Gandhinagar in case of any dispute and the decision taken by the Vice- Chancellor shall be final.

APPENDIX-II
CHILDREN'S UNIVERSITY
Gandhinagar

FORM FOR APPROVAL OF CONSULTANCY PROJECT

1. Name of the Department _____
2. Title of the Consultancy Project: _____
3. Duration of the Consultancy Project(Year/Month/Days): _____
4. (i) Date of Commencement _____ (ii) Expected Date of Completion _____
5. Detailed Project Proposal (brief note): YES /NO _____
6. Client's Name and Address _____

7. Type of Client (Tick):Private Sector/ Govt. Sector/ Public Sector /Foreign Agency / Others
(Please Specify)

8. Payment to be received in: FULL/Part____;Indian Currency /Foreign Currency_____
9. Whether MoU/ Agreement Signed with Client (Attach, if any): Signed / Not Signed
10. Consent Letter from the Client attached: YES /NO _____
11. Consent Letter from the Consultant(s) attached: YES /NO _____
12. Whether Eligibility criteria as Consultant(s) fulfilled as per Consultancy Rules of the University:
Yes / No If yes, attach in Detailed Project Proposal in support of claiming the eligibility as
Consultant(s).
13. Consultant(s) Undertaking (Annexure III) attached: YES /NO_____
14. Details of Persons involved in the Consultancy Project:

Name of Consultant(s) along with Designation & Department/Office/Branch/ any other	Brief role	Man Days	Signature

15. Budget (should conform to the amount of contract/ agreement with the Client)

Description	Budgeted Amount
1. Gross Amount including Service Tax, G	
2. Service Tax, L	
3. Contracted Amount, T=G-L	
4. University Share as per Project Category, U	
5. Total Expenditure (Estimated*),E	
6. Balance Amount for Distribution to Consultant(s)	

NAME AND THE SIGNATURE OF THE PRINCIPAL CONSULTANT WITH DATE

Forwarded by Head of Department/ Center/Office

To

The Director/ Head of the Consultancy Cell, **CHILDREN'S UNIVERSITY, Gandhinagar**

Consultancy Project No.: _____ **Dated:** _____

Recommendations of Consultancy Cell: Approved/Not Approved/Suggestions for improvement

Members of the Consultancy Cell

- i. Vice-Chancellor-Chairman
- ii. Director/ Head of the University Consultancy Cell -Member Secretary
- iii. Respective HOD(in case of Teaching Staff)-Member OR Registrar (in case of Non-Teaching Staff)
- iv. A.R. /D.R.(Accounts)-Member
- v. One Outside Expert (*In case the total cost of Consultancy project is more than Rs. 2 Lakhs.*)to be nominated by Vice-Chancellor)- Member

The consultant(s) shall not be a part of the Consultancy Cell during screening.

APPENDIX - III

Undertaking by Consultant(s)

1. Certified that this consultancy assignment shall not clash with my teaching/office work in the department/office or any other official duty at the University.
2. That the interest of my department/office in the University shall not suffer.
3. The duration of my total consultancy work in a calendar year shall not be more than 60days.

(Consultant's Signature)

Address (Office)

(Countersigned with official stamp) Head/ Director of the Concerned Dept / Centre /
Office