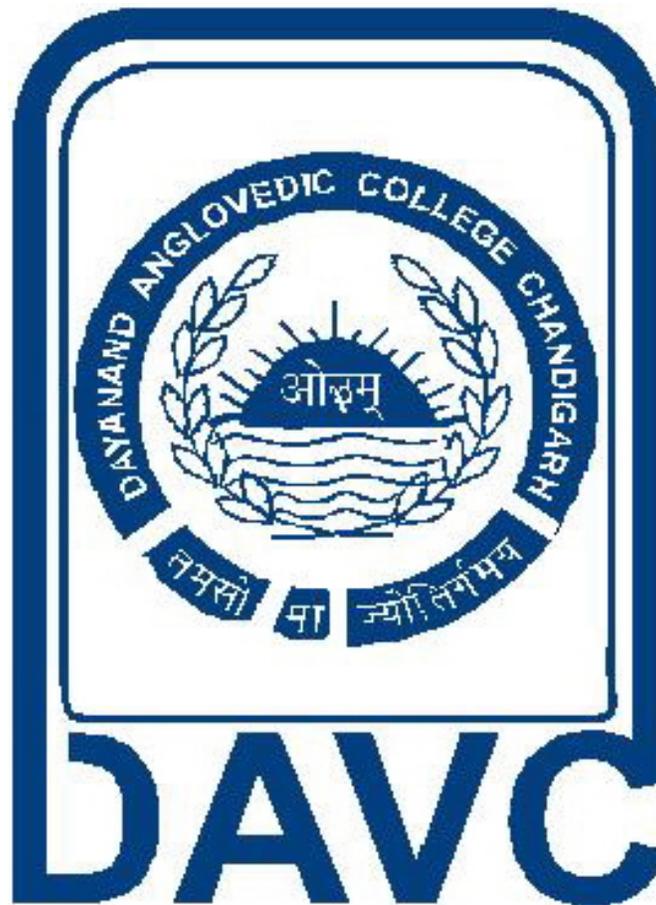


Rules for Consultancy work by the Academic and Technical Staff of the Teaching Departments

Adapted from the Punjab University Consultancy policy and Rules



DAV COLLEGE, SECTOR-10 CHANDIGARH

Estd: 1958

PREAMBLE

DAV College, Sector-10, Chandigarh, established in 1958, when the city of Chandigarh was in its infancy, has a glorious tradition of pursuing excellence in Teaching and Research in the fields of Science, Humanities, Social Sciences, Performing Arts and Sports. The college has grown with the city, becoming an integral part of the region's socio-cultural milieu. The college belongs to the family of the famous D.A.V. institutions, founded by Mahatma Hans Raj, and inspired by the great visionary-Swami Dayanand Saraswati-the doyen of the Arya Samaj, who believed that, "True education consists in promoting knowledge, civilized manners, virtuous character, self-control and other moral qualities and in dispelling ignorance". He had always felt that the scientific knowledge of the west needs to be absorbed in the cultural milieu of India. The DAV movement, which started in 1886, gives a practical shape to the ideals of Swami Dayanand's educational philosophy which aims to develop a modern scientific approach among the students, coupled with an understanding of their roots in the ancient Vedic Culture. The D.A.V College, Chandigarh is trying to bring about this synthesis by imparting to the students the best of new world humanistic, scientific and technical knowledge with the sense of history of their rich cultural heritage-the Anglo and Vedic values. We work to achieve these broad objectives. D.A.V College, Chandigarh has dedicated itself in providing the Technical Manpower, Technical Know-how, Intellectual inputs by its qualified, experienced and dedicated Faculty, Technical Personnel, Administrative Staff as well as Students with a mission of remaining as one of the leading centers of teaching, research and excellence through total commitment in every endeavor. D.A.V College, Chandigarh is known for its academic excellence, its committed faculty and dedicated principals and its ever growing impressive infrastructure. The College has 23 teaching and research departments and 04 Research Centers in the main campus. D.A.V College has a large manpower with diverse specializations and expertise which can be of immense help to the industries and other organizations by sharing their knowledge and technical strength by way of imparting consultancy services.

Consultancy is essentially a knowledge based profession and consultants play an important role in technological, industrial and economic developments and are effective agents of change in the society. Over the years, consultancy capabilities have grown in several sectors, public and private and more recently a number of foreign consultants have also started operations in India.

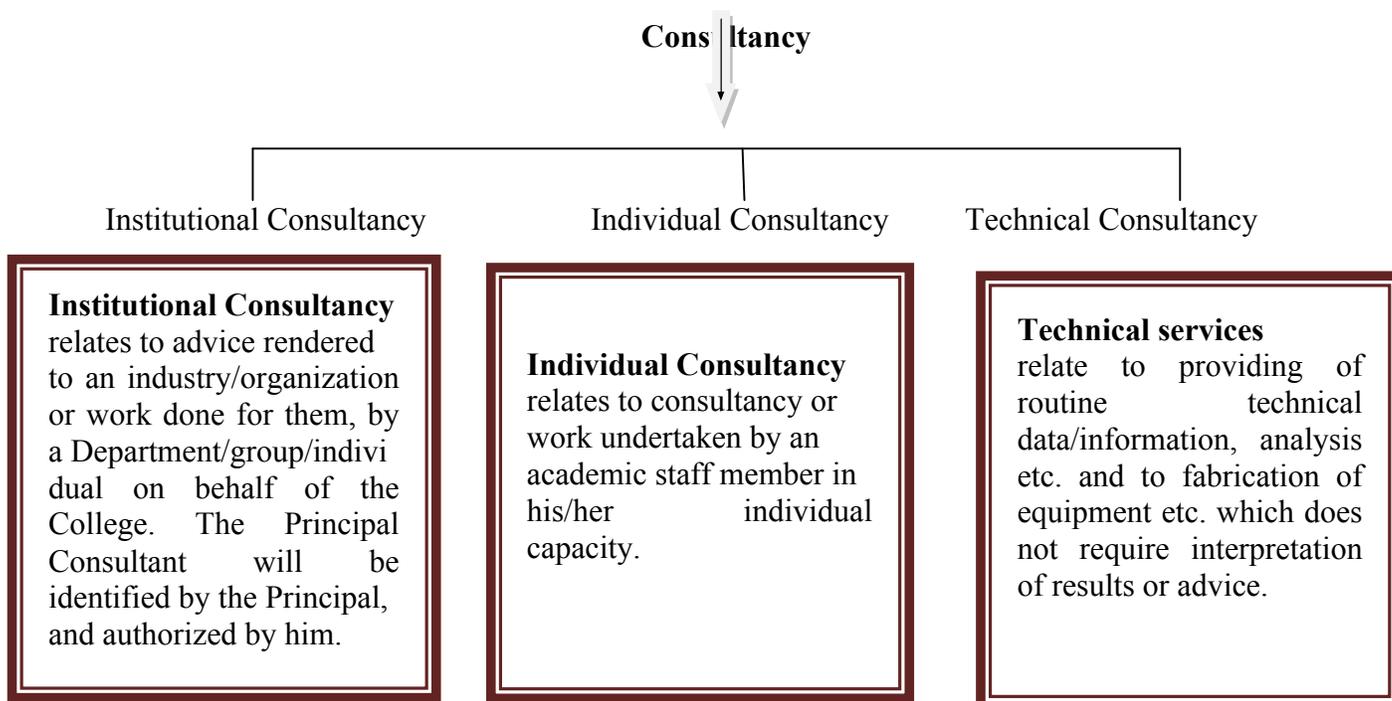
However, the domestic consultancy capabilities need to be strengthened and skills be upgraded continually in several sectors since the consultancy profession growth in India has not kept pace with the industrial and economic developments over the years. Consultancy plays an important role in providing a competitive edge to an organization. Today the intangible assets of an organization such as technical know-how and intellectual expertise of the staff, are often more valuable than its physical assets. Over the last few decades, the commercial value of the intellectual and technical know-how has increased and is appreciated within the academic community as well as the in the private sector. This intellectual and technical know-how can be transformed into knowledge sharing and consultancy service and to generate money along with socioeconomic and technological growth. Keeping in view the importance of higher education in the ever changing society and its needs for new inventions DAV College is attempting an interdisciplinary research through interdepartmental institute-industry collaborations.

With a view of bridging the gap between theory and practice, and to sensitize all the college staff towards the needs of the industry-institute collaboration DAV College management is initiating the consultancy services

Keeping in mind, the intellectual strength of DAV College, 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 researchers, academic and non academic staff of DAV College based on and adapted from Panjab University consultancy rule. This document highlights the rules of DAV College regarding consultancy and obligations depending upon the nature of consultancy. The rules compiled in this document are aimed towards the commitment of the College to promote academic freedom and encourage research and development of commercial importance by providing conducive environment.

Guidelines for undertaking Consultancy work by the Academic and Technical staff of DAV College, Sector-10

1. The Academic/Technical Staff (henceforth to be called as staff), who are class A Officers of the College, may undertake consultancy or provide technical services to industry and other organizations, utilizing if necessary, the facilities of the College
2. The services/consultancy provided may be of the following types:



3. A request for consultancy services shall normally be received by the Principal or the Head, on behalf of the College. It may, however, be received directly by a staff member and forwarded to the College for its consideration.
4. Permission to undertake consultancy work up to Rs. 5 lacs may be given by the Principal of the College, on the recommendation of the Head of the Department or by any other person authorized to do so. Consultancy work of above Rs. 5 lacs of rupees shall be approved by the Principal.
 - 4.1 While approving of a consultancy proposal, the following will be taken into consideration:
 - (a) The normal duty of the individual staff member and the interest of the Department do not suffer.
 - (b) An individual staff member does not undertake consultancy work for more than 120 days (120 days in a calendar year, excluding holidays).

5. While working out the cost of consultancy project, the following be taken into consideration.

5.1 Cost of consultants' time, including intellectual fee.

5.2 Cost of man days of the staff taking part in the project excluding the consultant(s).

5.3 T.A and D.A (as per agreement with the client).

5.4 Cost of inputs (like chemicals, raw material and other types of consumables) and equipments.

5.5 Usage charges on equipment (including depreciation and utilities, interalia).

5.6 Payment to outside consultants.

5.7 Cost of stationery.

5.8 Computer charges.

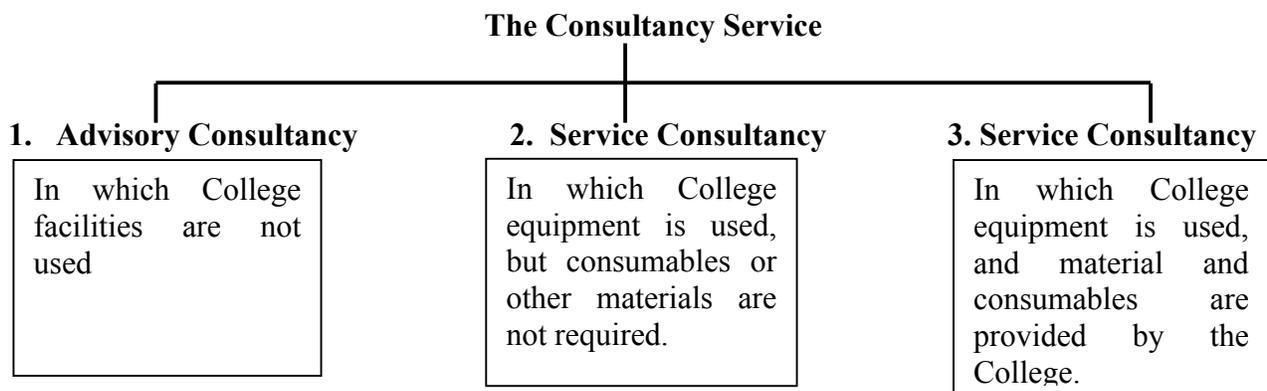
5.9 Miscellaneous.

5.10. Service Tax Charges (as per government notification if applicable)

6. The client shall pay 50% of the total project cost or the cost of the items 5.2 to 5.9 above, whichever is higher, in advance to the College Consultancy.

All payments will be received by the College under a separate budget head of "Consultancy Services".

7. The Consultancy Service may be categorized into three classes.



8. Once the terms of consultancy have been approved, contract signed and advance received, it becomes the duty of the Principal Consultant to ensure satisfactory progress and completion of the project in time. For this purpose, he may make temporary appointments of full time or part time staff for a period up to one year, draw advances and make expenditure in accordance with the requirements as the project progresses. Principal's approval will be required for appointment of staff for a period of more than one year.

9. The distribution of consultancy amount received will be as under.

- 9.1. In case of Advisory Consultancy (7.1 above), 50% of the amount received for item 5.1 (cost of consultants' time, including intellectual fee) will be paid to the consultant(s) and 50% will accrue to the College.
- 9.2. Similarly, in case of Service consultancy (7.2 and 7.3 above), 50% of the amount received for item 5.1 above will be paid to the consultant(s) involved and 50% will accrue to the College.
10. In all cases (7.1, 7.2 and 7.3 above), the apportioning of consultancy amount will be as under.
- 10.1 Out of the total share of the College, 10% will be paid to the College as administrative charges, 40% will be paid to the Corpus Fund "Development Fund" and 50% will be available to the department concerned for the purchase of equipment/ material/ repair of the existing equipment/ maintenance of laboratory infrastructure or for any academic activity/ industry participation activity, upon request by the department. The consultant needs to utilize the department share within a period of one year after the completion of the project. In case it is not utilized, the same would be credited to the "College Account" and will not be available to the Department. The same will be utilized for strengthening the infrastructure of College, seminars, workshops and promotion of industry/academic interaction activities organized by the College.
- 10.2 The amount to be distributed to the staff will be as per recommendation of the Principal Consultant approved by the Principal or any other person so authorized by him.
- 11.1 Examination duties, delivering special lectures, participation in College, College, Public Service Commission Selection Committees and membership Board of Directors of Companies are not included in consultancy services.
- 11.2 The College may undertake outside work requiring the services of the technical staff of the College, which is part of their normal duty, on such terms and conditions as may be approved by the Principal.
12. Out of the sales made for a patent emerging from consultancy work, an annual royalty (to be divided equally between the consultant and the College) of a fixed percentage (to be decided by the Principal) will be paid to the College by the client.
13. At the completion of the consultancy project, a copy of the synopsis of the work, keeping in view the confidentiality clause of the project and the audited statement of accounts will be submitted to the Principal/ Accounts officer for its records. Any un-utilized amount from the Department share will be transferred to the College current account after one year of the project's completion

date and any other un-utilized amount of the other budget heads will be transferred to the 'Development Fund' of the College.

14. In case of any ambiguity, the decision taken by the Principal will be final.

ANNEXURE – I
(On Detailed Costing)

(A) Cost of Labour

This means the estimated OTA paid to technical / ministerial staff to the Department/ Centre(s) involved in the project and salaries for any specialized labour to be hired specifically for the project. If a staff member engaged on work is not eligible for OTA as per rules of the College, he will be paid honorarium from this provision.

(B) Cost of Material

An estimate cost of material to be specifically procured for the project.

(C) Overheads to the College for use of College equipment.

- **For use of CIL instruments** – as per rate-list proposed in the college website.
- **For use of departmental instruments** – NIL. Instruments are purchased for academic purposes and in-house research work. Their use for supporting consultancy work is compensated by 50% share of institute in consultancy earning involving use of lab facilities and instruments.
- **For use of computer internet and library facilities**-NIL No charges under this head will be made if College equipment is not used or if only computer or central facilities are used. Their use for supporting consultancy work is compensated by 50% share of institute in consultancy earning.

(E) TA / DA for visits

To be charged from the client or project sponsor.

(F) Contingencies

An estimated charge for any contingent expenses expected to be included.

(G) Administrative over-head charges

A fixed amount of 5% of the total consultancy charges will be levied for the hire of administrative staff for handling consultancy work or for payment of honorarium to the staff of the administrative office handling such work.

ANNEXURE – II

APPROVAL FORM
INSTITUTIONAL CONSULTANCY PROJECT

S. No.	Description	Remarks
1.	Project Number (to be allotted by Institute)	
2.	Project Title	
3.	Client Name	
4.	Project Duration and tentative period	
5.	Project Category (As per approved institutional consultancy rules)	
6.	Project Team Head, Supporting staff/ Secretarial assistance	
7.	Consultancy Amount with payment milestones	
8.	Scope of Work and Project inputs costing	As per Table 1
9.	Distribution of consultancy earnings	As per Table 2
10.	Approved by	Principal, DAV College
11.	Signature of competent authority with date	

Table 1: Scope of Work and Project Inputs Costing

S. No.	Description of Work	Time duration (Weeks)	Project inputs costing
1.	Preparation of manual of protocols - Literature review – latest protocols for BQA, international guidelines - Photocopying and Printing		-
2.	Protocols standardization with industry samples - Chemicals and consumables - Technical Assisstance* - Others		
2	Lab set up related advisory inputs - Equipments list, list of chemicals etc.		
	Total		

**This may be for typing, laboratory, or any relevant assistance*

MAN POWER	NUMBER OF PERSONS	DAYS	TOTAL AMOUNT
TECHNICAL STAFF			

TABLE: 2 DISTRIBUTION OF CONSULTANCY EARNINGS

S. No	Description	Amount
1.	Total consultancy Amount	
2.	Expenses (Man power , Chemicals & Consumables) Man Power payment: ----- Chemicals & Consumables: ----- Typing, printing, photocopying etc: -----	
3.	Total Distributable amount (Total consultancy amount – expenses)	
PAYMENTS		
4.	Payable to: DAV College, Sector 10, Chandigarh • Institutional share (50% of distributable amount after deduction of expenses)	
5.	Payable to: Consultant share (50% of distributable amount after deduction of expenses) Bank account Details: Saving account no.	
6.	Payable to: • Honorarium for manpower support Bank account Details: Saving account no.	

Consultant Certificate:

- Certified that this consultancy assignment shall not clash with my teaching in the department or any other official duty at the College and interest of my department/College shall not suffer.
- That the duration of my total consultancy work in a calendar year shall not be more than 120 days (120 days in a calendar year, excluding holidays).

Signature
(Consultant)
Address (Office) (Residence)

Signature with official stamp
Chairperson's/Principal's Recommendations

GENERAL CONDITIONS

To ensure utilization of its physical and intellectual resources for the larger progress of society, creating strong ties with industry for enhancing capacity building and placements of students, the DAV College in May, 2019 adopted the Consultancy Policy of Panjab University. Under the policy, the College has permitted its faculty and technical staff to provide consultancy to clients, as per the General Conditions given below:

1. **Consultancy approval and documentation:** This involves 3 steps viz:
 - i. **Step-1 – Signing of ‘consultancy agreement’:** This agreement is signed between consultant and client in 2 sets. College has given full freedom to its college staff and clients, to mutually fix charges for consultancy, define scope of work and time duration of project and enter into agreement for performing consultancy/taking consultancy.
 - ii. **Step-2- Getting Approval of College for consultancy:** Consultant must fill a ‘Consultancy Approval Form’, (Form 3-A) for approval of consultancy and entry into official records and allotment of ‘Project Consultancy Number’. Form 3-A must be accompanied by one set of ‘Consultancy Agreement’ in original, while other set is retained by consultant for records.

Note: Official entry of Consultancy is important for recognition of the college. Consultancy is one of the parameters for national rankings and also a parameter for employee performance and assessment.
 - iii. **Step-3- Submission of consultancy completion certificate (Form 3-C):** After consultancy is over, the consultant must get Form 3-C signed by the Client, that consultancy is successfully completed and all payments as mutually agreed to have been duly made to the college. After submission of Form 3-C to college, disbursement of funds is carried out to consultant and other team members, as per the Consultancy Policy Rules
2. **Employer-employee relationship:** This agreement does not create any ‘employer-employee’ relationship, either between the consultant and the client or between the client and the college. The contractual partner (consultant) shall be solely responsible for the manner in which the work is carried out. Thus, none of the contracting partners shall be responsible for any loss, accident, damages or injury suffered by any person whatsoever arising in or out of the execution of this work, including travel.
3. **College-Consultant relationship-** The contractual relationship is between the client and consultant. The role of the college is limited to providing facilities for ensuring success of the consultancy and disbursement of share of employee and other team members if any, as per the consultancy policy. Also, college will facilitate dispute resolution in case of any conflict between client and consultant.
4. **Indemnification of the College:** Both the parties agree to completely indemnify the College i.e. DAV COLLEGE, Sector 10, Chandigarh from any claims whatsoever resulting from the consultancy work done and attracting any liability between the contracting parties or with third party.
5. **Payments:** The responsibility for collecting consultancy related payments, in form of cheques in name of College and depositing the same with College lies with the consultant. Under no circumstances should the consultants take any payments for approved projects, in their own name. Clients are advised not to make any payments directly to the consultants, for official consultancy work and also to make payments in a timely manner, as per agreed milestones.
6. **Tax liabilities:** College is responsible for TDS and timely payment of amount due to the consultant, after successful completion of consultancy and submission of consultancy completion certificate duly signed by client, to the college. Submission of tax on the consultancy earning, is

responsibility of the individual consultant.

7. **Liability for delay in completion of work:** Liability will be that of consultant. If the work is not completed (and, where applicable, delivered) by the date fixed in this agreement due to force majeure (circumstances beyond control), agreement may be mutually extended by signing on the original form, by both parties or if client is not satisfied with the progress and wishes to terminate the agreement, he may do so after communicating the reasons in writing to the Principal DAV COLLEGE, for remedial measures, if possible.
8. **Intellectual Property Rights:** All rights in the work, ownership of the original work and patents or copyright thereof, shall be vested with the “Client” (Project sponsor). In case work is found to be publication worthy, consultant may after seeking permission in writing, from the client to publish the work in a journal.
9. **Use of College Logo on products which are the outcome of consultancy:** Not permitted under this agreement. Clients who wish to use the College Logo on products which are the outcome of consultancy provided by College, may do so by applying for permission to Principal and signing ‘College Name & Logo Use Agreement’, to prevent misuse/wrongful use of College name and logo.
10. **Confidentiality:** Both parties mutually agree to protect as confidential and not to use any information shared under this agreement, in the negative interest of the other. Information shared orally and regarded as confidential must be reduced to writing within 2 weeks of sharing, duly marked as confidential and communicated to other party under receipt. Written information shared and regarded as confidential must be marked “CONFIDENTIAL” and transferred to other party under receipt.
11. **Transferability:** This agreement is non-transferrable and cannot be transferred to third party.
12. **Dispute Resolution:** Through Arbitration under the Arbitration & Conciliation Act, 1996. Venue shall be the College Campus, and language English. Each party will nominate its representative and together they will elect an umpire. Proceedings will be completed within 30 days and cost will be shared equally between the parties.

(Signature, Consultant)

(Signature, Client)