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Dated: 19/05/2022

Approval of Rule & Regulation

Subject: Approval of revised General Guidelines, Rule and Regulation for undertaking consultancy.

This is submitted University Consultancy Cell has revised some of the key points in general guidelines, rules and regulations for undertaking consultancy. The revision was made with consent of consultancy cell members and inputs form industries. The revised general guidelines, rules and regulation are attached.

Submitted for kind consideration and approval, Please

[Signature]
Dr. Shweta

Consultancy Cell
Convener

[Signature]

Er. Jagteshwar Singh
Co-convener

[Signature]
Mr. Lovepreet Negi
Member

[Signature]

Dr. Anil Kr Singh
Member

Recommended & forwarded to Dean Academics
[Signature]

Recommended and forwarded for consideration.
660
Registrar
19/05/22
Recommendations of Consultancy Cell may be considered, please.
20/05/2022

Hon'ble VC Sir

Respected Secretary Sir,
Forwarded for approval Sir,
[Signature]
24/5/22

[Signature]
Secretary 25/5/22

LRA | Please scrutinize and advise.
[Signature]
09/06/22

**Rules for Consultancy work by the Academic and Technical Staff
Sant Baba Bhag Singh University, Padhiana**

**Guidelines for undertaking Consultancy work by the Academic and Technical staff of Sant Baba
Bhag Singh University**

The Academic/Technical Staff (henceforth to be called as staff), may under take consultancy or provide technical services to industry and other organizations, utilizing, if necessary, the facilities of the University.

1. The services/consultancy provided may be of the following types:
 - 1.1. Institutional Consultancy relates to adviser endeared to an industry/organization or work done for them, by a department/group/individual on behalf of the University. The Principal Consultant will be identified by the Vice-chancellor, or a person of the Consultancy Cell authorized by him.
 - 1.2. Individual Consultancy relates to consultancy or work undertaken by an academic staff member in his individual capacity.
 - 1.3. Technical services relate to providing of routine technical data /information, analysis and to fabrication of equipment which does not require interpretation of results or advice.
2. A request for consultancy services shall normally be received by the Vice-Chancellor or the Consultancy Cell on behalf of the University. It may, however, be received directly by a staff member and forwarded to the University for its Consideration.
3. Permission to undertake consultancy work shall be approved by the Vice-Chancellor.
4. While approving of a consultancy proposal, the following will be taken into consideration:
 - 4.1. The normal duty of the individual staff member and the interest of the Department do not suffer.
 - 4.2. An individual staff member does not undertake consultancy work for more than 6 months (6 months in a calendar year including holidays).
 - 4.3. The total annual income of an individual from consultancy work shall not exceed his/her total emoluments for six months in the Calendar year.
5. While working out the cost of consultancy project, the following be taken into consideration.
 - 5.1. Cost of consultant 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 equipment.
 - 5.5 Usage charges on equipment (including depreciation and utilities, inter alia).
 - 5.6 Payment to outside consultants.
 - 5.7 Cost of stationery.
 - 5.8 Computer charges.
 - 5.9 Miscellaneous.
 - 5.10 Administrative Charges

5.11 Service Tax Charges (as per government notification)

6. The client shall pay 50% of the total project cost in advance to the University Consultancy. All payments will be received by the University under a separate budget head of “Consultancy Services”.
7. The Consultancy Service may be categorized into three classes.
 - 7.1 Advisory Consultancy:** In which University equipment is not used.
 - 7.2 Service Consultancy:** In which University equipment is used, but consumables or other materials are not required.
 - 7.3 Service Consultancy:** In which University equipment is used, and consumables or other materials are provided by the University.
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 six month, draw advances and make expenditure in accordance with the requirements as the project progresses. Vice-chancellor’s approval will be required for appointment of staff for a period of more than six month.
9. The distribution of consultancy amount received will be as under.
 - 9.1 In case of Advisory Consultancy (7.1 above), 40% of the amount received for item 5.1 (cost of consultants’ time, including intellectual fee) will be paid to the consultant(s) and 60% will accrue to the University.
 - 9.2 Similarly, in case of Service consultancy (7.2 and 7.3 above), 40% of the amount received for item 4.1 above will be paid to the consultant(s) involved and 60% will accrue to the University.
 - 9.3 In all cases (7.1, 7.2 and 7.3 above), the apportioning of consultancy amount will be as under.
 - 9.3.1 Out of the total share of the University, 10% will be paid to the University 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, up on request by the department.
 - 9.3.2 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 “University Account” and will not be available to the Department. The same will be utilized for strengthening the infrastructure of Consultancy Cell, seminars, workshops and promotion of industry/academic interaction activities organized by the Consultancy Cell.

10. The amount to be distributed to the staff will be as per recommendation of the Convener Consultancy Cell approved by the Registrar or any other person so authorized by Registrar.
11. The University may undertake outside work requiring the services of the technical staff of the University, which is part of their normal duty, on such terms and conditions as may be approved by the Vice-chancellor.
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 University) of a fixed percentage (to be decided by the Vice Chancellor) will be paid to the University 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 Convener Consultancy Cell for its records. Any unutilized amount from the Department share will be transferred to the University current account within one year of the project's completion date and any other unutilized amount of the other budget heads will be transferred to the 'Development Fund' of the University.
14. In case of any ambiguity, the decision taken by the Vice-Chancellor will be final.

ANNEXURE-I

(On Detailed Costing)

1. Cost of Labour

This means the estimated amount paid to technical/ministerial staff to the Department involved in the project and salaries for any specialized labour to be hired specifically for the project.

2. Cost of Material

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

3. Over heads to the University for use of university equipment.

- i. This includes charges for use of facilities depreciation, utilities, and handling charges etc. and would be believed for all equipment except the computer and other sophisticated equipment/machines declared as central facilities. For purpose of estimating this cost, a fixed amount of 15% of the total consultancy charges will be levied. Any change/damage done to equipment will be repaired out of these charges.
- ii. No charges under this head will be made if University equipment is not used or if only computer or central facilities are used.
- iii. Computer charges and charges for use of Central Facilities will be budgeted as per the time-sharing rules of these facilities for outside parties as may be approved by the University from time to time.
- iv. TA/DA for visits
- v. An estimated charge on the basis of rates settled with '**Client Firm**' but if no rates are settled the payment will be as per University Rules.
- vi. Contingencies
- vii. An estimated charge for any contingent expenses expected to be included.
- viii. Administrative over-head charges
- ix. 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

Consultant Certificate:

1. Certified that this consultancy assignment shall not clash with my teaching in the department or any other assigned official duty at the University.
2. That the interest of my department/University shall not suffer.
3. That the duration of my total consultancy works in a calendar year shall not exceed 60 days in a calendar year, including holidays.
4. That the total annual income of my all consultancy work shall not exceed my to total emoluments for six months in the calendar year.

(Consultant's Signature)

Address (Office)

(Residence)

HoD/CoD's Recommendations

Signature HoD/CoD

Contact person and Address:

The Head Consultancy Cell

Consultancy Cell (CC) SBBSU University

Jalandhar-144030

Phone-0181-2711163, 2711162

E-mail-info@sbbsuniversity.ac.in

Website- www.sbbsuniversity.ac.in

CONSULTANCY AGREEMENT

This consultancy agreement made on ____ day ____ of 20__ at Sant Baba Bhag University, Khiala, P.O Padhiana, District Jalandhar between Sant Baba Bhag Singh University, through its Registrar (here in after called first party) and _____ (here in after called the second party).

NOW THEREFORE, IT HAS BEEN AGREED AS FOLLOWS:

Article1: Subject

- i. The Sant Baba Bhag Singh University, Khiala, P.O Padhiana, District Jalandhar hereby agrees to appoint Mr./Mrs/Dr.as the Consultant to the above-mentioned Second Party and the Consultant hereby agrees to provide advisory and consulting services to the Second Party in the field of.....
- ii. The Consultant shall carry out its services as specified in the present Consultancy Agreement.

Article2: Duration and termination

- i. This contract (hereafter the Agreement) shall enter into force for a definite duration fromto.....
- ii. The present Agreement may be terminated during the consultancy period by either party with one (1) month advance written notice.
- iii. In the event of the severe misconduct or serious fault of such a nature that it renders impossible the definitive continuation of any professional relationship, the aggrieved party shall have the right to terminate the Consulting Agreement at once, without notice or indemnity, by sending a registered letter to the other party in which the termination is effected with reason justifying such termination.
- iv. The Agreement shall automatically terminate in case of death or disability of the Consultant without notice or indemnity.

Article3: Conditions of performance of services

- i. The Consultant shall perform the services in a completely independent manner and under his/her sole responsibility.
- ii. The Consultant cannot commit or otherwise bind the Second Party unless specifically authorized by the Second Party.
- iii. The services provided under this contract shall be rendered by the Consultant, via Univeristy Vice-Chancellor or via any other person designated by the Univeristy Vice-Chancellor.
- iv. The Consultant shall perform the services conscientiously and shall devote his best efforts



**FORMAT FOR THE COMPLETION REPORT OF THE CONSULTANCY
WORK UNDERTAKEN AT THE DEPARTMENTS**

(All fields are mandatory)

Consultancy Acceptance Form ID	
Name of the Consultant and Department	
Nature of the Consultancy Work	
Name and address of the Client / Firm	
Copy of the Completion certificate /letter from Client / Firm (Pl. attach)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Period of the Consultancy work	From: _____ To: _____
Total Amount including GST to be received from Client	Rs.
Amount received so far from client	Rs.
Balance amount to be Claimed from client	Rs.

Brief report about the Completed Consultancy work (about 100 words): (Please indicate the goals achieved and deliverables given to the firm.

Signature of the Principle Consultant with
Name, Designation and Date

Signature of the HOD

