Delhi-Jalandhar GT Road (NH1), Sirhind Side, Mandi Gobindgarh, Punjab - 147301 (India)

RIMT/2021/R/39

Date: December 13th , 2021

## Notification

### RULES FOR CONSULTANCY WORK

## Scope of Consultancy:

The faculty members are encouraged to interact with the industry in any mode as may be feasible. One way is to provide professional advise in the form of consultancy service,

Consultancy will cover all types of R & D Projects and Assignments of advisory nature. Though it is difficult to indicate an exhaustive list of projects/ assignments to be covered under consultancy work but an indicative list of projects/ assignments is given below:

- A. Assignment of following nature will generally fall under the consultancy work
  - (i) R & D Projects
  - (ii) Transfer of technology related assignments
  - (iii) Development of organization structures, systems, policies, plans etc.
  - (iv) Training and management Development
  - (v) Counseling and guidance.
- B. The following types of assignments will not be covered under the consultancy:
  - Meetings of selection committees, Academic Council, BOS, and other such Academic Committees of Universities, UGC, Colleges, other Institutions of higher learning etc.
  - (ii) Extension lectures in other institutions.
  - (iii) Participation in Conferences/ Seminars/ workshops to deliver inaugural, Key Note, Presidential addresses etc.
  - (iv) Participation in the meeting of Board of Directors of Companies, Committees of Govt. etc...
- C. In case of any such assignment which do not clearly fall under A or B above, the case will be referred to the Vice Chancellor, RIMT University to decide whether it is covered under consultancy work or not.

#### Leave for Such Assignment:

The faculty member of the University who undertake such assignments will be treated to be on duty leave during the actual days they work on such assignment subject to a maximum of 30 days in a year. It is desirable that as per as possible they will schedule the consultancy work during summer / winter period, examination days, preparatory period etc to ensure that a major part of the teaching has been taken care of. The faculty members shall ensure that the lecture schedule is not compromised due to consultancy related visits.

#### Norms:

The following guidelines shall apply to the industrial consulting. All consultancy assignments shall be taken up through the university. The faculty member shall also get a part of the payment received as an incentive for the extra effort put in.

- The faculty member shall interact with the company to discuss the nature of work, scope of work, time duration and professional fee to be paid to the university by the company.
- Once the details are agreed to by both the parties viz. the company and the faculty member or group of faculty members, the company will send a formal request addressed to the Registrar, RIMT University. They may also send a copy of the letter to the faculty member concerned.
- The faculty member shall fill in all relevant details in the form, enclosed as Annexure
   I. This form shall be sent to the Registrar through the HOD and Director Academics.
- The Registrar shall seek the approval of the Vice Chancellor & Pro VC and send a
  letter of acceptance to the company along with the invoice of the professional fee to be
  paid to the university. A copy of this letter will also be sent to the Accounts section.
- On receipt of the funds, a formal notification will be issued by the office of the Registrar. The notification will include the break up of the funds received under various budget heads. A copy of this notification will be sent to all concerned.
- On completion of the job, the faculty member shall send a note to the Registrar that
  the job has been satisfactorily completed and the professional fee payable to the
  consultants and Faculty members be released. A copy of the shall be sent (in sealed
  envelope) to the Registrar for record.
- The accounts section will disburse the fee after deduction of the income tax, as may be applicable.

Note: The faculty member shall attach a separate sheet containing the details of the Receivables from the Client and the Deliverables by the Consultants.

The financial part of the consulting assignment shall be considered as explained in the example below (Only for reference purpose):

- Let us assume that the fee payable to the university (as agreed to between the company and the faculty members) is Rs 100 plus GST. This makes it Rs 118
- The company shall deduct 10% of the fee as TDS. So the actual payment received from the company shall be Rs 90 plus Rs 18 as GST, thus making a total of Rs 108
- The university shall deduct 20% of the total fee received i.e Rs 18 as Administrative Overhead. Rs 18 shall be deposited into the GST account.
- 4. The faculty member shall provide a break up of the remaining Rs 72 in the consultancy form given in Annexure I. Any expense necessary to execute the job (like consumables, travel etc) shall be budgeted in the break up out of the available Rs 72. The remaining amount shall be shown as the professional fee. If there are no expenses involved, total Rs 72 may be shown as professional fee. This amount shall be shared between the faculty/consultants (if more than one person has worked on the assignment) in ratio of time/efforts spent by them on the project.
- On completion of the job, the accounts section will transfer the professional fee part after deducting the applicable income tax, if any.
- 6. On the request of the concerned faculty member/consultants an advance upto a maximum of 20% of the total amount may be released to the faculty members for committing for meeting the day to day expenditure live travelling, stationary, minor item etc. who may be approval of the Vice Chancellor/Pro Vice Chancellor through the Registrar

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## ANNEXURE 1

Consultant Details

# RIMT University Consultancy Assignment Form

(To be filled in by the concerned faculty member)

Name of the Consultant In-charge (CI)/Faculty Member	
Department	34
Name of the Co-Consultant In-charge (Co CI) /Faculty Mem	ber
Department	
Job Details	
Title of the Consultancy	
Expected Time Schedule	
Name and Address of the company	
Details of the contact person in the company	
Name and Designation	
Mobile number	
Ernail	
Client Letter reference number (attach a copy of the letter)	
Financial Details	
Total Consultancy Amount Received	
Detailed Break up:	
1.Expenses (like contingency, consumables, travel etc)	
2.Fee for scientific advise	
3.University overheads @20% of the amount received (ex-	cluding GST)
4.Net project cost	
5.TDS deducted by the client, if any	
TOTAL PROJECT CO	ST
Name and signature of the faculty member (s)	Date
Forwarded by the HOD	Date
	ė.
Recommended by Director Academic Signature	Date

form popular

## Terms and Conditions for undertaking the job

I/We agree to the following terms and conditions to undertake the consultancy jobs:

- That the scope of work has been clearly understood by both the parties i.e the concerned faculty members and the representatives of the company.
- That the consultants are confident of delivering the results as envisaged in the project proposal
- That the university administration or any other functionary shall not be responsible for the outcome of the project if it does not yield the desired results.
- 4. That the company and the consultants indemnify the university or its officials for any direct or indirect loss to the company, should the results of the work are not as expected by the company. The university shall make all efforts to ensure that the consultants complete the job in the stipulated time but will not be held responsible should any delay occur in completion of the job
- In case of non- execution of the project as per the scope of the work of the project, the liability of the university shall be restricted only to the tune of the funds received by it for the said consultancy assignment by the faculty members. No other claim shall be admissible in this regard.
- In case of any dispute between the parties, all efforts shall be made to amicably
  resolve the dispute. If, however, the parties fail to any mutually agreed solution, the
  dispute shall be resolved by an arbitrator to be nominated by the Chancellor of the
  university.
- All disputes shall fall under the jurisdiction of the district Courts at Fatehgarh Sahib, Punjab.

Name and Signature of the Consultant(s)	Date	
Name and signature of the representatives of the company	Date	

Registrar