



SIMPLIFIED CONSULTANCY POLICY

(2023 – 24 Onwards)

Department of Reserarch, Innovation & Incubation

Qualitative Commitment For Universe.....



SIMPLIFIED CONSULTANCY POLICY

Background: RIMT University in India is eager to encourage faculty members to consult because it recognizes the enormous role that "intellect" plays in making industries and society globally competitive and in facilitating the implementation of research in areas of greater societal relevance. By advising Start-Ups, Industry, MSMEs, STEM Institutes / Schools and NGOs, conducting seminars, special courses, modules, Faculty Development Programs (FDPs), Capacity Building Sessions/Trainings, and serving as experts on various Government/Non-Government committees, the faculty members are encouraged to contribute their knowledge. In order to create an ecosystem that connects government, industry, and academia and gives them the freedom to handle administrative, financial, intellectual property, and legal issues as outlined in the following clauses, the policy seeks to give the industry, community, institutes, universities, research centers, and other organizations a simple way to interact with academia:

Clause 1

Terms

a. Definitions:

- i. **Intellectual Consultancy:** Professional guidance provided to a customer in a certain topic by a university faculty member with expertise in that discipline. This involves holding unique classes, modules, FDPs, etc. off university property.
- ii. **Technical Consultancy:** Consultancy refers to consulting that is mostly carried out by technical workers under the direction of university faculty. refers to provide technical services to an SSI, MSME, startup, or individual who does not have the facilities, workshops, or labs needed for quality testing, prototype fabrication, test batch creation, etc. They might only need technical assistance for brief periods of time, at which time only technical staff assistance or input may be needed and highly qualified faculty members' intellectual contributions may not be needed.
- iii. **Consultant:** refers to the faculty of the University who is giving professional advice to a client.
- iv. **Client:** refers to the person/organization seeking professional advice from the University Faculty. Hence, client may be an industry, individual or another University/organization.
- v. **Consultancy Fee:** refers to the fee paid by the client to the University for seeking consultancy from the University faculty.
- vi. **DRII:** Department of Research Innovation and Incubation for Single Place of the Contact for Agreements, Intellectual Property Rights related to Patenting, Licensing and Consultancy which shall be a dedicated cell created for the purposes as reflected in its name and relevant IP (Intellectual Property) Patents, Copyright, Designs, Know-how and Trade Secrets generated during the consultancy work.
- vii. **Know-how:** Any information and technique generated during the consultancy project which is likely to assist in the manufacture or processing of goods or materials.
- viii. **Consultancy leave:** Leave taken by a faculty member during workinghours of the University, in relation to a consultancy project duly approved by the University.
- ix. **CPA:** refers to 'consultancy performance agreement' relating to consultancy, as signed between the University and the client.
- x. **WPR:** refers to 'work progress report' relating to consultancy, as signed between the University and the client.
- xi. **UIC:** refers to "university infrastructure cost," which are determined in accordance with the list of fees established by the university in the event that a client requests to use university facilities, such as labs, workshops, equipment, and tools, as part of a consulting project.

Administrative Issues

- b. **Execution and Enforcement of the Policy:** The implementation of this policy shall be carried out by the Department of Research, Innovation and Incubation (DRII) of the University after getting approval from Pro Vice Chancellor / Vice Chancellor Office. All new entrants (students and staff) to be made aware of this policy, as part of their orientation program, at the beginning of new session.
- c. **Staffing and support for consultancy promotion:** The University shall properly hire a committed resource person or people and give the necessary funding in order to raise awareness among its faculty and staff and to assist the university in launching the consulting program.
- d. **Leave for consultancy during working hours:** Faculty and technical staff are invited to engage in consulting as an extra activity without interfering with their current teaching, research, or administrative responsibilities. However, if a consultant's onsite visit becomes necessary and a leave of absence from campus is necessary during university business hours, this can be done with the Director Academics Affairs through proper channel from concerned Dean / Head of Department and notification to DRII. This type of on-campus absence for consulting during business hours will be referred to as "consultancy leave." To prevent dilution of teaching and research activities, the total number of consulting leaves should not ordinarily exceed sixty (60) days in a year (once per week) or more than five times per month in succession, this could be done on non-working days of the University (Saturdays/Sundays/Gazetted Holidays / Vacations, etc) . Where, performing consulting work on holidays, vacations, or outside of regular working hours/days does not will not be considered Consultancy Leave. Consultancy Leave only covers absences taken during working hours/days.
- e. **Confidentiality of the consultancy work:** To guarantee adequate protection of any information pertaining to the consultation, each consultant may sign a Non-Disclosure Agreement (NDA) with the client. The NDA must be signed in the normal format that the university provides, but it will only be binding between the consultant and the customer, and the institution will not be held liable for any claims made if the consultant violates the NDA.
- f. **Multiple consultants:** If there are multiple members of consultants then each team member must sign an NDA and agreement clearly defining their revenue share and who will serve as the consultant project coordinator. DRII must be informed of this agreement.
- g. **Records and documentation:** Original CPA and WPR must be deposited to DRII and only self-certified photocopies retained by parties to the agreement after getting approval / signed from Pro Vice Chancellor / Vice Chancellor Office.
- h. **Amendments and Changes to the policy:** To be made in writing and duly approved by Pro Vice Chancellor / Vice Chancellor Office. Changes in revenue sharing, if any will be 'prospective' and not 'retrospective.'

Clause 2 Financial Issues

- a. Costing of consultancy:** The University recognizes that the ability to command a fee depends on the intellectual capabilities of the faculty and the confidence that he or she inspires in the client; initially, when a person's capability is unknown, the client may not be willing to risk a high fee; however, once trust and confidence are established, commanding a high fee is not a problem. Therefore, the University feels it is appropriate to leave the decision relating to fee to the concerned parties in the larger interests of all concerned. This policy grants the consultant or consultants complete autonomy to decide the consultancy fee in a mutually agreed upon basis, free from interference from the University.
- b. University infrastructure Cost:** In addition to encouraging practical applications of research conducted within the university, faculty members are encouraged to share their knowledge with clients in greater public interest. But occasionally, knowledge sharing by itself might not accomplish the project's goals, and the creation of data might call for the usage of university resources. According to the charges list established for the use of infrastructure, instruments and consumable (if demand raised by consultant), this might be added to the cost of the consulting project; this "cost" would be known as university infrastructure costs, or UIC.
- c. Payment of consultancy fee:** The University alone is responsible for paying all consulting fees; consultants are never permitted to accept payments in their own names or accounts. This will be considered a major betrayal of confidence and will result in severe disciplinary action.
- d. Revenue sharing:** The University will receive 10% of the consulting fee (excluding expenditure related to Material, Travel, Equipment and taxes), while the consultant or consultants would receive 90%. When working with many consultants, the team will divide the 90% share according to a revenue-sharing agreement that was mutually agreed upon before the project began and shared with the university. Administrative and consulting promotion costs will be covered by the university's portion. In order to support intellectual consulting and allow the university to cover infrastructure and development costs without incurring external obligations, the University will retain full ownership of UIC (University Infrastructure Cost), which is in the best interests of its clients and faculty.
- e. Tax deductions:** Any deductions for taxes or other expenses from the consultant's fee will be made in accordance with current government regulations. In accordance with current tax laws, the consultant will be liable for paying taxes on any additional revenue from consulting.

**** Example of Consultancy Project**

(If consultancy amount received 118 INR, including taxes – 18% GST)

Item	Detail	Description	Amount (INR)
Amount Received for consultancy (Including Tax)			118
Amount for Consultancy Fees (Excluding Tax, eg: 18% GST)			100
Consultancy Fees (Distribution)	Contribution to Consultant / s	90% to the consultants (Principal Consultant + Co Consultants); eg: 90% of 1,00,000 INR	90
	Contribution to University	10% to the University, eg: 10% of 1,00,000 INR	10

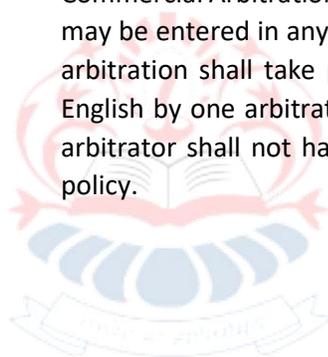
(Note: if any direct cost involved related to equipment access, material, manpower travel etc. w.r.t. consultancy, then those expenses shall be borne by client with taxes)

Clause 3
Intellectual Property Issues

- a. **Patents:** Any patents that result from consulting work belong to the customer, who will also cover any associated costs. The names of university faculty members may appear in patents as inventors in acknowledgment of their contributions.
- b. **Industrial designs/design patents:** The customer will be responsible for any costs associated with any design patents that result from consulting work. The names of university faculty members may appear in patents as inventors in acknowledgment of their contributions.
- c. **Copyright:** Any copyright arising out of consultancy work shall belong to the client, who will bear all expenses for the same.
- d. **Trademarks:** It is not allowed to use university names, logos, or brands on goods that are based on advice given in accordance with this policy. Any client who wants to use the university's logo and brands on goods that result from faculty-provided consulting must get permission from DRIL, and this will be governed by the university's trademark policy.
- e. **Know-how and trade secrets:** In order to avoid conflicts of interest or endangering the client's business interests, the consultant will never discuss any know-how or commercially valuable information created during the consultation with any other client.
- f. **Research Projects provided by Clients:** An industry or an individual may occasionally offer a solution or an idea about an industry issue, but they might not be prepared to finance the project in the same way as a consulting project. In order to minimize conflicts of interest, faculty are encouraged to take on student "theses" that contribute to the greater good of society and solve business issues after securing a consent/no-objection certificate from the relevant industry. But in these situations, the University will own the intellectual property rights to the work (patents, designs, know-how, and copyright), and the University will pay all costs to safeguard them. According to the University's IP licensing policy, the industry that came up with the idea may in-license the technology, depending on the results and degree of its applicability for industry. The first-right-of-refusal will go to the industry that came up with the proposal, and if it is rejected, the study findings will be made available to other industries or interested parties.
- g. **Publications:** Consultants must obtain the client's written approval before publishing any consulting-related material. This is to avoid any revelation that would have a negative impact on the client's business interests. Publications must credit the client's contributions. In order to prevent any disputes regarding name sequence, the university and customer may agree to collaborate on publications as authors. In this case, a "**University Publication Agreement for Authorship**" must be signed beforehand.

Clause 4
Legal Issues

- a) **Consultant-Client relationship:** According to this policy, providing consulting services to a client does not establish an employer-employee relationship. The consultant will bear full responsibility for the way the work is completed. None of the contracting partners will be held accountable for any kind of loss, mishap, harm, or injury that occurs to anybody during or as a result of carrying out this task, including travel.
- b) **Indemnification of the University:** University stands indemnified from any claims resulting from the consultancy work done and shall carry no liability for any claims, either from contracting party or third party.
- c) **Delay in completion of work:** In case of delay due to force majeure (circumstances beyond control), agreement may be mutually extended by signing on the original form, by both parties. Client can seek intervention of University, for remedial measures, if not satisfied with project progress.
- d) **Transferability:** This agreement is non-transferrable and cannot be transferred to third party.
- e) **ARBITRATION.** Any controversy or claim arising out of or relating to consultancy or the breach thereof may be settled by arbitration administered by the Indian Council of Arbitration, ("ICA") under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator shall be binding and may be entered in any court having jurisdiction thereof. If arbitration is demanded by both parties, such arbitration shall take place in Fatehgarh Sahib (Punjab), India. Such arbitration shall be conducted in English by one arbitrator mutually acceptable to the parties selected in accordance with ICA rules. The arbitrator shall not have the power to award any punitive damages or any damages excluded by this policy.



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