

DR. C. V. RAMAN UNIVERSITY

KARGI ROAD KOTA BILASPUR (C.G.)



CONSULTANCY POLICY



Dr. C.V. Raman University

CONSULTANCY POLICY

1. PREAMBLE

Dr. C.V. Raman University has strong focus on meaningful research activities which should benefit society. It also believes that expertise gained by the university should not only be used in improving teaching - learning and research system within the university but also should be used to benefit larger part of the society. In order to motivate university staff to share their knowledge and expertise for betterment of Society, University shall permit consultancy and project-work in industry, corporate sectors and other organizations by the university staff. The staff may use material resources of the University for such Consultancy Work. The university shall share the monitoring benefits occurring out of such work/association/assignments with the concerned staff.

2. CONSULTATION ACTIVITIES

Following activities will fall under the consultancy:

For development of a product/part of product or services for any individual, industry or organization which is external to the university shall fall under consultancy where one or more university staff works for such development for a pre-agreed cost and period.

For modification, augmentation or alteration of any product or process or services where one or more university staff extend their active participation for such job.

Any kind of professional advice given by one or more staff of the university to external organization/firm/individual for a pre decided cost and time.

Any research work undertaken by one or more staff of the university for any external individual or organization to develop product or process or services through the CVRU resources using laboratory etc. and Conduct of any special courses, chairing/participation in any organized activities, delivery of expert advice/discourse for a fee to any outside organization/individual. Any royalty of fees received for any Intellectual Property by a staff and any fees received from outside.

3. CONSULTANCY PROCESS

The University Research and Innovation Committee (**URIC**) will be the nodal agency for any consultancy activity in the university regarding research and development and further for all other types of consultancy

services the **CVRU Consultancy Cell (CCC)** will be the nodal agency and the overall custodian of all the documents relevant to CVRU consultancy. Any staff, department or faculty may initiate the ground work and explore such possibilities. After the basic ground work it should be reported to CVRU-Consultancy Cell (CCC) & URIC who will put it on their record. The **CCC & URIC** will do the initial survey/preliminary inquiry and put up the matter to the VC or Pro-VC who may form a team for further discussion with the client or he may himself discuss it with the client.

After the negotiation and on arrival on agreement, an **Agreement Form** will be initiated as per the format given at Appendix A by the CCC & URIC. The format gives just the guidelines. It may be changed at the description of the Vice Chancellor as per the need and requirement. It will be signed by the client and Registrar on behalf of the university. The payment received for consultancy will be deposited by the client/CCC in university bank account as per terms of the agreement.

In case of faculty and/or university staff going for chairing an expert session, expert discourse on behalf of the university agreement form will not be raised. Money received from such consultancy event will be deposited in the university Account Section by CCC.

4. CONTINGENCY AND INCIDENTAL EXPENSES:

Any contingency expenses incurred in respect of consultancy project will be met from the funds received from the same consultancy project. The fund left after deducting such expenses will be considered as net gain from the consultancy work.

5. SHARING POLICY:

The net gain as worked out (Money Received from the client minus all incidental charges incurred for the consultation work) will be divided in ratio of 60:40 i.e. 60% of the gain will be paid to the faculty/staff who worked for the project and 40% will be retained by the university including other staff support in which 12 % shall be for the university welfare fund. University will plough back the share received by it in developing facilities to improve consultancy infrastructure.

6. APPRAISAL REPORT

Consultancy work done by the staff will be entered in the Appraisal Report of the staff and will be given extra weightage in arriving Performance Index for CAS and PBAS. Closing Report After completion of the consultancy work shall be a detailed report which will be submitted by concerning staff in writing to CCC/URIC in which he should mention complete details of his/her consultancy work, resources of university used, resources from outside, results and feedback of the second party for whom the task was undertaken.

7. SPONSORED PROJECTS:

The consultancy Projects fully funded by the client having specified R & D objectives, and well-defined expected project outputs/ results, generally culminating in generation of intellectual property shall be considered under the sponsored projects. Sponsored projects could be multi-client also, with sharing of the project funding and research results.

8. COLLABORATIVE PROJECTS:

The consultancy Projects partially funded by the client and supplemented by provision of inputs from the Institute such as extra manpower, production/fabrication of product in bulk for testing infrastructural facilities, etc. in a collaborative joint approach shall be considered as the collaborative consultancy projects. Collaborative projects could be for upscaling/ proving of laboratory level knowhow, technology development or generation of intellectual property etc. The expected project output/results are well defined.

9. GRANT-IN-AID PROJECTS:

Grant-in-Aid Projects are normally for supporting basic or exploratory research or for maintaining or creating testing and infrastructural facilities. These projects shall involve grant by way of financial inputs, either in full or in part, assistance in kind, e.g., equipment, training to supplement Dr. C. V. Raman University's efforts in ongoing or new R & D Projects or for creating new capabilities/ facilities.

10. CONSULTANCY FOR CONTRACT RESEARCH PROJECTS

The charges for contract research shall include expenses on account of:

- a. Cost of man: days of staff deployed.
- b. Cost of consumables/raw-materials/components/ with 25% overheads.
- c. Cost of physical inputs/ services/utilities with 25% overheads.
- d. Equipment usage cost/cost of equipment procured specifically for the project.
- e. Any external payment envisaged.
- f. TA/DA.
- g. Other Contingencies

Total expenses will be equal to the sum of a to g.

Intellectual Fee: Minimum of 33.3% of total expenses as calculated.

For any consultancy for sponsored research, rights for licensing intellectual property shall rest with **Dr. C. V. Raman University**. In case of collaborative research, such rights shall be held by Dr. C. V. Raman University and collaborator; Licensing for commercial exploitation of the intellectual property generated out of contract research shall be held

jointly. Dr. C. V. Raman University shall charge an adequate amount as fee. This could be a lump sum and on recurring royalty.

NB: Wherever possible the sponsored shall be given a non-exclusive license. However, commercial exploitation of the intellectual property.

Project charges = Total expenses intellectual fee = license fee.

11. SHARING OF THE MONEY/REVENUE BY STAFF

Forty percent (40%) of the intellectual fee or net surplus (remaining after accounting for all direct or indirect project expenditure) whichever is lower arising from consultancy for R & D contracted is to be shared with the staff. The pattern of consultancy revenue sharing for staff is as follows:

S.NO.	STAFF	SHARE
1	Innovators & Principal Contributors	40 %
2	S & T (direct supporting staff)	20 %
3	Other staff who have provided direct inputs to the specific activity	15 %
4	Remaining staff of the Dr. C. V. Raman University	13 %
5	Welfare fund	12 %

12. CONSULTANCY SERVICES:

All consultancy services in the Dr. C. V. Raman University shall be institutional not personal. There shall be two categories of consultancy viz.,

12.1 Advisory Consultancy

Wherein the services would involve scientific, technical, engineering or other professional advice, provided to a client purely on the basis of available expert knowledge and experience of individual (s), and not envisaging use of any facilities of the Dr. C. V. Raman University and also not involving any kind of survey, detailed study or report preparation/ submission.

12.2 General Consultancy

Wherein the services shall comprise scientific, technical, engineering or other professional advice/assistance based on the available knowledge base/ expertise of **Dr. C. V. Raman University**, and envisaging only minimum use of laboratory and physical facilities for essential

experimentation needed to meet the objectives of the consultancy assignment. General consultancy may inter alia cover:

- Preparation of literature survey/ feasibility studies, state of the art/ project, technology forecasting reports;
- Interpretation and validation of test results and data, risks and hazard/environment impact analysis etc.;
- Analytical approach through scientific testing, analysis or Design engineering;
- Assistance in correction and erection, commissioning, operation, fabrication/ tendering and purchase of equipment, trouble-shooting, productivity improvements, pollution abatement / control measures, energy conservation, waste utilization, technology assessment/ evaluation.

Any consultancy assignment which does not strictly fall under the category of Advisory Consultancy, shall be taken up as General Consultancy.

13. COSTING OF CONSULTANCY PROJECT

The charges for consultancy project shall include expenses on account of

- a) Cost of man: days of staff deployed
- b) Cost of physical inputs/ services/ utilities/consumables raw materials/ component with 25% overheads.
- c) Equipment usage cost
- d) External payment envisaged, e.g. to outside consultants, for obtaining data, hiring of infrastructural facilities.
- e) TA/DA
- f) Other Contingencies

NOTE: Total Expenses = sum of a to f.

14. INTELLECTUAL FEE

This should commensurate with the quality of inputs provided and the likely benefits to accrue to the client as a result of the consultancy. While there is no ceiling on the upper limit of intellectual fee to be charged, it should not be less than the estimated manpower charges.

15. DISTRIBUTION OF HONORARIUM

Distribution of amount up to a maximum level of 2-3 of intellectual fee is as follows:

15.1 For Advisory Consultancy:

Team of Consultants: 88 %

Welfare Fund: 12 %

15.2 For General Consultancy:

Distributable amount upto a maximum level of 2-3 of intellectual fee or 300% of the manpower charges levied, whichever is less, as follows:

Team of Consultants: 88 %

Welfare Fund: 12 %

16. INTELLECTUAL PROPERTY

Intellectual Property shall include patents, copyright, registered design trademark, and knowhow for a process/product design and computer software. Intellectual property generated shall be of two types.

17. UNENCUMBERED PROJECTS

These projects are developed through fully/wholly in-house R & D programmes/projects. In such cases ownership of intellectual property is solely that of **Dr. C. V. Raman University**, and consequently the licensing rights are that of Dr. C. V. Raman University alone. Intellectual property developed through contract research and subsequently rendered unencumbered as per contractual arrangement with the client. In such cases, licensing of intellectual property by Dr. C. V. Raman University would be in accordance with the terms and conditions agreed upon with respect to third party licensing with the client.

18. ENCUMBERED PROJECTS

These projects are developed through contract research, i.e., total or partial financial support, and with/ without technical inputs from users/ clients. In such cases, ownership and licensing of intellectual property for commercial utilization shall be governed by Dr. C. V. Raman University's obligations to client in the matter.

19. LICENSING OF INTELLECTUAL PROPERTY

Licensing of intellectual property shall mean granting the license the right to utilize the intellectual property and sell or use the resulting product (s) either for commercial/captive purpose or as otherwise agreed to.

20. PRICING OF INTELLECTUAL PROPERTY

There is no rigid formula for determining the price of intellectual property and thus estimates vary from case to case. To arrive at price of intellectual property following factors will be kept in view:

- i. Cost of development.
- ii. Estimate of net benefit to be derived by the license.
- iii. Size and number of potential licenses.

- iv. Comparative cost of imported intellectual property.
- v. Possibility of intellectual property being pirated.
- vi. Opportunity value.

21. TECHNICAL SERVICES

Technical services are meant to render to the clients/ customers, assistance of a minor nature based on available knowledge, expertise, skill and facilities of the institute. Technical services shall comprise:

- Testing & analysis (including certification and calibration)
- Training and support
- Technical assistance of an advisory nature
- Fabrication production of special products
- Repair and maintenance
- Supply of information/ database.

22. CHARGES FOR TECHNICAL SERVICES AND CONSULTANCY-SUPPORT

Charges for the technical services shall comprise of (A + B) below except for supply of information/ databases.

- A. Estimated expenditure on:
 - i. Manpower (at prescribed rates).
 - ii. Physical inputs/ services/ utilities etc. including overheads at 25%.
 - iii. Raw material/ consumable component with 25% overheads.
 - iv. Equipment usage depreciation/ replacement cost.
 - v. Any other out of pocket expenditure.
- B. Intellectual fee/ opportunity cost. The quantum shall be at the discretion of the Vice Chancellor/Pro-VC considering the nature of client and his paying capacity.

23. DISTRIBUTION OF MONEY/REVENUE

Twenty percent of the intellectual fee or net surplus (remaining after accounting for all direct and indirect expenditure for the service) whichever is lower is to be shared with the staff. The pattern of sharing for staff shall be same as given above.

Appendix A to the University-Consultancy Policy

Agreement for Consultancy

An agreement is drawn between
Dr. C.V. Raman University
Kargi Road, Kota, Bilaspur (C.G.)
(First Party)

And

.....
.....

(Second Party)

Where in it is agreed that Dr. C.V. Raman University shall provide Consultancy Services to the second party as per following terms

Description of consultancy Services

Time From:..... To:

Coordinators and consultancy providers

- 1).....
- 2).....

(From First Party)

(From Second Party)

Cost of Consultancy to be paid by Second Party and Payment shall be made as per following terms

.....
.....
.....
.....

(Signature of 1st Party)

(Signature of 2nd Party)

Registrar

Dr. C.V. Raman University

For official use by CCC & URIC, Dr. C.V. Raman University Disposal of
Consultancy Fees