

CHRIST UNIVERSITY
Bengaluru

Consultancy

Policy

In terms with the Employment Regulations of Christ University no regular faculty/staff members, while in service, shall directly or indirectly engage in any kind of private consultancy or service without express consent from the University. Private consultancy/Service shall include part-time teaching as guest or adjunct faculty in other institutions and private tutorials.

University shall normally encourage consultancy/services only as a departmental initiative through a properly documented process. In exceptional specific cases consultancy service on an individual basis may be permitted. In any case, teaching in other institutions will not be within the permissible services.

Any faculty/staff member already engaged in private consultancy/service at the time of joining is required to obtain the approval of the University in case he/she wishes to continue with such consultancy. Approval will be normally guided by the nature and relevance of the consultancy with reference to its qualitative impact on the mission of the University. Application seeking approval must contain details of the consultancy/service, time duration, work schedule, if any, with an undertaking that faculty/staff shall not derelict from their duty/responsibility to the University if the approval is granted. No special leave 'on official duty' shall be permitted for such personal engagements. Application addressed to the Personal Officer, must be forwarded through the HOD/ Dean concerned.

Regulation:

Consultancy Projects/ Services as Departmental Initiative Regulation:

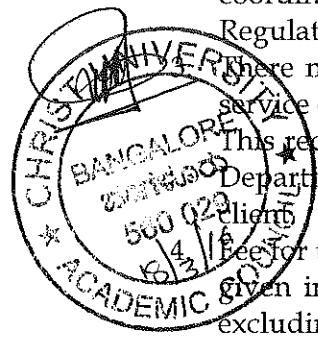
(As approved by the Academic Council in its 23 Meeting held on 18 March 2016 and The Board of Management in its 31 Meeting held on 28 March 2016)

The Departments of the University may undertake Consultancy Projects/Services in the domain of their subject/s expertise or in collaboration with the expertise available with other Centres/Departments of the University. Consultancy activity of the Department shall be guided by the following Regulation.

1. Departments equipped to provide Consultancy Service may identify potential areas of their consulting capabilities and may like to highlight the same in the University website.
2. Every Department intending to offer Consultancy must nominate a Consultancy Coordinator who shall be responsible for initiating, monitoring, documenting and coordinating the Consultancy activities of the Department in accordance with this Regulation.

There must be a written request obtained from the prospective client seeking consultancy service clearly detailing the terms of reference. The format of request is given in Annexure 1. This request must be taken only after preliminary discussion with the client and only if the Department is convinced that it has the capability to undertake the service desired by the client.

Fee for the Consultancy must be decided only by appropriate Job Cost analysis in the format given in Annexure 2. There must be a minimum value addition of 20% of the final Fee, excluding the Service Tax.



5. There may not be any minimum fee restriction. However, the Departments must be judicious in accepting consultancy assignments. Availability of manpower and disposable time must be rationalised towards significantly value adding consultancy projects rather than for routine studies. However, Consultancy Services for a value of less than Rs 3.00 Lacs may generally be discouraged.
6. All Consultancy Proposals by the Department must be approved by the HOD and the Dean/Director in charge of the Department.
7. The terms and conditions of the Consultancy Service must be documented and executed in the form of a Consultancy Agreement as given in Annexure 3. Consultancy fee shall be paid by Cheque or Bank Transfer in favour of the University. The Office of Accounts may prescribe procedures in this regard.
8. Consulting Team of Faculty Members engaged for specific Consultancy shall be jointly and severally responsible for performance of the Consultancy and shall indemnify the University for any loss or damage of its reputation caused by their non-performance or under-performance.
9. Consulting Team of Faculty Members, being remunerated separately for their engagement, shall not be eligible for any exemption from allotted teaching/learning responsibilities. They may however in consultation with and approval of the HOD/Dean/Director, may re-schedule their workload, if so needed, by the Consultancy related work like travel and the like.
10. If there is any consultancy related travel for any faculty member of the Consulting Team resulting in absence from regular work, all such absence must be only with the prior-approval of the HOD and Dean/Director. Duration of absence for up to 3 days may be treated as 'On Official Duty' and absence beyond 3 days will be adjusted against the balance of Special Casual Leave available to the credit of the Faculty. No other leave will be permitted for the purpose.
11. All travels related to Consultancy must be pre-planned and the costs thereof must be duly budgeted and included under heading 'Others' in the Job Cost Sheet in Annexure 2.
12. Honorarium for the Consulting Team of Faculty Members will be as indicated in the Job Costing which shall be payable only when and if the full fee is received by the University and only after successful conclusion of the Consultancy. The payments will be subject to TDS.
13. No Consultancy Agreement must generally or restrictively commit the University for any obligation that will in any manner infringe its independence and/or policies.
14. The Intellectual Property if any created by the Consultancy shall vest with the University though the Consulting Team of Faculty Members may use the related information for the purpose of Education/ Research / Publication without any restriction.
15. Vice Chancellor of the University shall be the competent appellate authority to adjudicate any dispute between the faculty and the University with regard to implementation of this Regulation and his decision shall be final and binding.

CHRIST UNIVERSITY
Bengaluru

Requisition for Consultancy Services

Organisation				Ref No.		Date	
Full Registered Address				Date Established			
Website			Annual Turnover		Number of Employees		
About the Organisation	Constitution (Strike off irrelevant)	Proprietary/Partnership LLP/Limited Company		Registration Number			
Contact Details	Phone		Mobile		Email		
Name of the CEO				Designation			
Name of the Representative				Designation			
Consultancy Area							
Terms of Reference	1.						
	2.						
	3.						
<p>This requisition for Consultancy Service is made voluntarily and with firm belief that the University will be able to assist. This requisition will be subject to further discussion between and the Organisation and the University and without commitment on either side unless this is formalised by a Consultancy Agreement signed by the Parties. The information given above are factual and correct according to the records maintained by the Organisation and is submitted with genuine intention to establish a professional relationship.</p>							
Name			Designation		Signature		

CHRIST UNIVERSITY
Bengaluru
JOB COST SHEET FOR CONSULTANCY ASSIGNMENT

Department		Job Ref		PSD		PED	
Client							
Job							
Job Scope							
Duration							
Output							
COST DETAILS							
INPUT	Description			Qty	Rate	Amount	
Material							
Technical Resources							
Consulting Manpower							
Secretarial							
Stationery							
Others							
Total Cost (TC)							
*Value Addition % (VA)							
Total Fee before Service Tax (TF)							

PSD	Proposed Start Date	PED	Proposed End Date
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Notes:

- a. Costing must be done diligently with due regard to likely/potential expenses for the specified head. Quote for the job must be fair and competitive.
- b. Materials may include Drawings, Consumables (for experimental projects), Reports etc that may be required for the consultancy project.
- c. Technical Resources will include machine hours or software that may use.
- d. Consulting Manpower means the No. of faculty x No. of days x time (hrs) required. The Rate per man hour will depend on the expertise of the person and will be guided by the University Policy.
- e. Cost of Secretarial manpower may be calculated on the basis of nature of work and may be charged either on Man-hour Rate or on lump sum basis.
- f. Actual cost of stationery to be used must be calculated duly considering paper costs, printing costs, binding costs and the like. It may be charged on lump sum basis.
- g. Other costs must include a contingency provision of at least 5%
- h. *Value addition is calculated as under: $TC / (100-VA) *VA$

**CONSULTANCY AGREEMENT
BETWEEN
CHRIST UNIVERSITY
AND**

(Name of the Client)

This Consultancy Agreement is entered into between:

Christ University, a Deemed to be University declared under Section 3 of the UGC Act 1956, having its Main Campus at Hosur Road Bengaluru 560029 (hereinafter referred to as 'University')

And

----- (Name of the Client) a company ----- (briefly write the business activity of the client) ----- having its registered office at -----
----- (Registered address of the Client Company) -----
(hereinafter referred to as 'Company')

Whereas the University, a well established institution of higher education and research in multi- disciplinary faculties and has departmental resources to offer consultancy services and

Whereas the Company is engaged in the business of -----
----- and is convinced and desirous of availing consultancy assistance of the University by its ----- (Name of the Department) in the area of -----
----- (mention the consultancy area) and

Whereas the University and the Company (jointly referred to as 'Parties'), pursuant to discussion of their mutual interests, have agreed to work on a consultancy assignment

This Consultancy Agreement signed this --- day of ----- 20-- Witnesseth as follows:

1. Consultancy:

a) Services & Deliverables:

The Consultancy Service envisages -----
----- (state in fair detail the consultancy service to be provided) ----- Deliverables in respect of the Consultancy Service shall be restricted to ----- (state what are the committed deliverables from the consultancy service) ----- The University will use reasonable endeavours to provide the services and deliverables within the duration of the agreement.

b) Consulting Personnel:

The Services will be carried out by a team of Professors of the ----- (Name of the Department) ----- of the University who will use their best expertise of knowledge and experience. The team of Professors assigned to this agreement are -----

(mention name/s of the professors to be engaged) ----- . The University may at the discretion of the Dean/Director of (Name of the Department) may replace any member or add on new member/s in the team to ensure that the Consultancy Service is rendered as envisaged.

c) Duration:

The Consultancy term shall be -----months from the date of commencement which is set as ----- as mutually agreed by the Parties. Accordingly the Agreement shall conclude by ----- . Parties may agree to alter the term in case of any unforeseen delays or exigencies.

d) Records:

The University will maintain reasonable records regarding the conduct and conclusions of the Consultancy Service including related data analysis and sources of information.

e) Additional Services:

The University will notify to the Company of any additional work that may be required in respect of the Consultancy Service whether incidental to or otherwise and will obtain its written permission before proceeding with such additional work or for incurring additional costs over and above the Fees agreed with the Company.

2. Obligations of the Company:

The Company agrees to undertake the following responsibilities.

- a) To cooperate with the University in its endeavour of providing the agreed Consultancy Services.
- b) To provide the University with relevant Company information/materials and the right to use such information and materials and any other enabling assistance as may be reasonably required by the University.
- c) To notify the University of any Specific Information that the Company is aware of in relation to its product marketing, consumer feedback/behaviour or any unusual market experience.
- d) Not to solicit for the purpose of employment any of the University Personnel engaged under this Consultancy Agreement either during its tenure or before the expiry of 12 months after its conclusion.

3. Consultancy Costs/ Fees:

The Consultancy Fee payable by the Company for the Services under this Agreement is Rs. -----/- (Rupees ----- only) on lump sum basis. This will attract Service Tax at the rate of 14.5% and shall be levied extra at the time of invoicing. Additional work/costs if any will be charged as may be mutually agreed. ---- (Indicate percentage of fees which should be not less than 50%) -----of the Fees shall be payable to the University prior to commencement of the Service.

4. Intellectual Property Rights:

a) Deliverables:

Subject to full payment of Fees and Costs under this Agreement the Intellectual Property Rights, Title and Interest of the University in respect of the Deliverables

herein stated shall vest with the Company. However the University does not warrant that the IPRs in the Deliverables are valid or suitable for patenting or that they do not infringe the IPRs of third parties.

b) License back:

The Company hereby grants a free, non-exclusive and perpetual license (including right to sub-license) to the University to use the Deliverables for the purposes of Education, Research, or Publication subject to applicable confidentiality clause hereto.

5. Confidentiality:

- a) Parties agree that either Party or their employees or representatives shall not directly or indirectly disclose any information that they may have been provided with or may have access to for the purpose of and under this Agreement to any third party without written consent of the other party unless such information is required to be disclosed under any Law of the land except that the University may use the information discretely for its Publication requirements.
- b) Either Party shall not use the name of the other including of its personnel for any business advantage or advertisement except with specific written approval of the other Party.
- c) Nothing in this Agreement shall constitute any express or implied relationship between the Parties in the nature of Agency or Partnership and the like.

6. Warranties and Liability:

- a) The University warrants that it will perform the Agreement with due care and skill and in a professional manner consistent with generally accepted research and academic practice
- b) The Company warrants that the information or material it may furnish or share will be truthful and relevant that the University may rely on such information or material in its analytics supporting the Deliverables.
- c) There will be no implied warranty under this Agreement.
- d) In the event of any breach of warranty the Party concerned will rectify such breach at no cost to the other.
- e) The maximum liability of the University to the Company, subject to it being caused by the negligence of the University, for any breach of warranty or for its non-performance under this Agreement shall be limited to the amount of fees (excluding service tax) paid by the Company.
- f) The University shall not be liable for any consequential damages / losses arising out of this Agreement or by use of the Deliverables.

7. Variations/Waiver and Termination:

- a) Nothing in this Agreement shall be varied or waived without written approval of the signatories hereto.
- b) This Agreement being specific purpose close ended contract is not terminable after its commencement. It may however be terminated prior to commencement in which case the University may refund the fee paid subject to deduction of incidental charges not exceeding 10% of such fee.

8. Contacts for Notice / Communication:

The Contacts of the Parties for any communication shall be as under:

University:

- i. (Name and title of the Coordinator), Christ University, Bengaluru 560029.
Phone: ----- Email: -----
- ii. Name of the Dean/Director, Name of the Department, Christ University,
Bangalore 560029. Phone: ----- .Email: -----
- iii. Dr. Anil Joseph Pinto, Registrar, Christ University, Bangalore 560029.
Phone: 9880477116 Email: registrar@christuniversity.in (Only for Notices of
termination / dispute)

Company:

- i. Name, title and address of the signatory for the Company Phone: -----
Email: -----

9. Resolution of Disputes:

Any dispute that may arise with regard to interpretation of and/or compliance of the role/
responsibility of the Parties with reference to this Agreement shall be mutually discussed
and resolved. In the unlikely event of non-resolution by mutual discussion arbitration
process as per applicable laws shall be initiated.

In witness whereof, the duly authorised representatives of the respective parties, hereby
approve and sign this Consultancy Agreement in two identical originals, one for each Party.
This Consultancy Agreement is signed and delivered by the Parties aforesaid at Bangalore
this ---- day of ---- 20-----.

For Christ University

For (Company Name) In the presence of:

1. Dean/Director,
Christ University: -----

(Dr Anil Joseph Pinto)
Registrar

(Name)
Title

2. Coordinator*
Christ University: -----

* This may be signed by a representative of the Company other than the signatory, if there is
one.

