

Consultancy Policy

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Overview

Consulting at CMRTC is viewed as a dynamic learning process for the faculty. It provides an opportunity for them to share insights with practitioners and contributes to experimentation and new learning. Consulting brings the faculty in contact with real-life problems, and thus greatly enriches teaching and research.

Consulting at CMRTC has been guided by several norms. Consultancy is an academic activity. Projects are taken up only if they have a definite learning value. Faculty members do not solicit consultancy projects. The total time spent on consulting is voluntarily restricted, so that other academic responsibilities are met. CMRTC faculty can cater to a wide range of clients ranging from public and private sector corporations, financial institutions, government agencies and departments, cooperative societies, not-for-profit institutions, to international agencies/ clients/ organizations.

(I) Scope of Consultancy Services offered

1.1 Consultancy Services may be offered to Industries, Service Sector, Govt. Departments and other National and International agencies in niche areas of expertise available in the Institute.

1.2 The service offered shall be along the lines of 'Professional Services' and will hence carry with them obligations and ethical requirements associated with such services as indicated in the standard terms and conditions (Appendix 1).

1.3 Consultancy services offered may cover a variety of activities such as Feasibility Studies; Technology Assessments; Assessment of Designs and / or Current Manufacturing Process; Material, Energy, Environmental Assessment and Audits; Product Design; Process Development, Software Development; General Troubleshooting, Retrofitting Exercises, Intensive efforts for transfer of highly focused skills and expertise to select groups in specific organizations, vision and strategy statement and so on.

1.4 Jobs which are too complex to handle, by virtue of certain constraints inherent in any academic and research environment - such as execution of certain types of works, should not normally be taken up irrespective of the availability of expertise and perceived needs of the clients.

1.5 All Consultancy and related Jobs need to be structured and executed in the spirit of promoting CMRTC -Industry Interactions, as a vehicle for augmenting (current) levels of excellence in teaching and research, for proper placement of CMRTC graduates (PhDs / PGs / UGs) and in the process, generating funds.

(II) Project Category

Each project shall be undertaken either under Standard Terms and Conditions (included in Appendix 1), or Specific research agreement or Memorandum of Understanding describing the details of contract.

In the former case, the work is taken up in good faith between the consultant and the client, the obligations and responsibilities of both parties being limited by the standard terms and conditions as in Appendix 1.

The latter case refers to projects that usually involve non-disclosure agreements, detailed negotiations of contract terms and signing of contracts in the form of agreement or MOU covering various aspects such as deliverables, milestones, payment schedules, role and responsibilities of the parties, non-disclosure of confidential information, disputes resolution, liability, IPR matters, arbitration, and applicable law. These projects involve significant amount of effort and time associated with the negotiation and implementation of the research contracts.

(III) Eligibility for Undertaking Consultation

Consultancy and related assignments can be taken up by full time faculty and Research Staff and Engineers of Departments.

Any other employee of the Institute may take up consultancy work with prior approval of the Director. All employees undertaking consultancy shall hereinafter be referred to as Consultant.

(IV) Conflict of Interest

Consultants shall disclose to the Dean (R&D) in writing, the existence of (i) any relationship between him / her and the client funding the consultancy project or any vendor to whom payments are made from the project funds, in the form of involvement of any immediate relatives or (ii) any scope for potential disproportionate self-gain. Dean (R&D) will review such cases and decide appropriately, with the advice of a committee, to ensure that no actual conflict of interest exists and that such an involvement by the consultant does not adversely affect the consultant's objectivity, integrity, or commitment to the Institute and to the profession.

Consultants may not use the Institute name or the fact that they are affiliated with the Institute, in a manner that (i) suggests that the Institute approves or disapproves of a product or service provided by a profit, non-profit or governmental entity or (ii) suggests that the Institute has performed research or issued research findings when it has not done so, or misleadingly states the results of Institute research or (iii) may be interpreted to communicate the official position of the Institute on any issue of public interest.

(V) General Consultancy Rules

Consultancy work taken up by Consultants is subject to the following limits:

5.1 The time spent on consultancy and related assignments shall be limited to the equivalent of 52 working days in a year, preferably at the rate of one working day per week. In addition, Consultants may be permitted to utilize, on an average one non-working day per week.

5.2 Consultancy assignments may be taken up and implemented, within the constraints indicated above, provided they do not have any adverse impact on the ongoing academic, research and related activities. Further, such assignments need to be carefully scheduled in the light of ongoing commitments. If required, a clear indication of the earliest date on which the assignment can commence may be clearly spelt out in the proposal form.

5.3 The services of permanent employees of the Institute may be utilized for the execution of the consultancy projects provided it does not affect their primary functions and responsibilities to the Institute.

5.4 Students who are willing to work on consultancy projects may be permitted as per Institute norms to do so, provided it does not affect their academic commitments and performance. Such work by students may be compensated by suitable honoraria.

(VI) Consultancy Rules: Related Travel

6.1 Travel out of the campus on account of consultancy activities should be undertaken with

intimation to the Head of the Department. In case of Heads of these entities, intimations should be sent to the Director.

6.2 Outstation travel on Consultancy Assignments may be undertaken normally with the prior approval of the Head of the Department or, the Director (in the case of Heads of Department). It is, however, anticipated that such approvals will be given within two working days in order to ensure that prior commitments to clients are honored. In emergencies, prior intimation and subsequent sanction could be considered acceptable.

(VII) Consultancy Rules: Consultancy Project Execution

Consultancy projects are normally initiated by requests / enquiries from the industry directly to the Institute or by discussion between the industry and the Consultants.

7.1 When the enquiry is directly received by the Institute, the work will be assigned to specific consultants or groups of consultants depending on their expertise, and existing commitments, by the Dean R&D.

7.2 In the event of a client preferring the services of a specific consultant, the assignment may normally be assigned to the identified person, provided the requirements in respect of 5.1 and 5.2 are satisfied.

7.3 All acceptance letters will be sent by the Dean (R&D).

7.4 Consultancy project proposals (prepared in response to a client's request) are to be approved by the Dean (R&D) who may examine the scope of the work and cost estimates. It is essential to discuss proposed work plans with a client vis-a-vis the scope, in order to obtain clarity before the consultant prepares the cost estimates.

7.5 In extreme emergencies, a consultant may take up an assignment with intimation to the Dean (R&D), and then seek approval. It would, however, be necessary to ensure that the task involved is not a major one entailing total charges not more than Rs.50,000/- or, two days of faculty time, and payments are made immediately, well before submission of any formal report.

7.6 The charges, once finalized, will not be negotiable. However, if the scope is altered, a fresh estimate may be considered.

7.7 The minimum charges applicable in respect of consultancy jobs will be Rs.10,000 excluding any applicable tax.

7.8 It is desirable that Preliminary Diagnostic Discussions / Site Visits, leading to the generation of consultancy proposals may be charged at a minimum rate of Rs.5,000/- (or US\$200 or equivalent

in the case of international assignments) per day or part thereof, in addition to travel and incidental expenses as applicable. As an industry friendly move, the consultant may decide to absorb such charges for potentially large projects, into the final project cost.

7.9 Consultant should be aware of the potential for the generation of Intellectual Property during the execution of projects. The Intellectual Property Policy of the Institute will govern all decision and actions concerning the generation, handling, protection and commercialization of the Intellectual Property.

7.10 The services of external consultants (especially retired Faculty / Research Scientists / Research Engineers) may be utilized to a limited extent in order to provide comprehensive services to clients. Such external consultants which may include will be entitled to a lump sum consultant fees which may be fixed after taking into account essential expenditure directly related to the assignment. Deductions by way of Institutional charges, and mandatory taxes will, however, be made. The consultant fees payable to External Consultants may not exceed 40% of the total project cost.

(VIII) Consultancy Rules: Related Payment schedule

8.1 The charges for any assignment are normally payable in advance. However, exceptions may be made in respect of assignments involving charges exceeding Rs.1,00,000/- and with implementation periods exceeding 3 months.

8.2 In the case of large assignments, a payment schedule linked to milestones can be worked out. Such a payment schedule should ensure that (i) advance payment is received for every segment of work, and (ii) the number of installments are reasonable and consistent with ease of implementation. The number of installments may not exceed four for a project implemented over a one-year period, and, this number needs to be scaled down accordingly for shorter duration projects.

(IX) Costing of Consultancy Projects

The consultancy project costing is based on the following component charges:

9.1 Consultant Fees (CF): This will include charges for the time of the Institute and External Consultants. The CF is limited to 20% of the project cost.

9.2 Charges for Personnel engaged in Technical Services (CPTS): This refers to the charges payable to the permanent employees of the Institute for their effort in the execution of the project. The CPTS is limited to 30% of the project cost.

9.3 Project Staff Salaries (PSS): This refers to the salaries payable to temporary staff employed

specifically for the project. The project shall have a specific mention of this component.

9.4 Operational Expenses (OE): These include expenses incurred on consumables, contingencies, travel and daily allowance, honoraria for students and all other expenses related to the consultancy project. These also include Equipment Utilization Charges for the usage of institute equipment for all consultancy projects.

9.5 Overheads (OH): Overheads will be charged at the rate of 20% of PSS, and OE (see 9.3 and 9.4 above) as applicable.

9.6 Capital Equipment (CE): This will include charges for the purchase of specific equipment for implementation of consultancy projects. No overheads are charged on this.

9.7 Contract Negotiation / Legal Expenses may be levied for projects involving contract negotiations.

9.8 Service tax and other taxes as applicable shall be provided for in the project cost. The details of the costing are given in Appendix 2. A sample costing is provided in Appendix 3.1.

(X) Disbursement

The disbursement of Consultant Fees (CF) and Charges for Personnel engaged in Technical Services (CPTS) are as given below:

10.1 The disbursement of CF will entail a deduction of 20% as the Institute share for Consultant's earnings. The deduction of the Institute share will be on the actual amount disbursed to the Consultant(s). Consultant Fees (CF), as well as charges payable under CPTS, may be disbursed as indicated below: In the case of short duration jobs entailing full advance payment, full disbursement to be made upon completion of the job and receipt of (i) a completion certificate from the project leader and (ii) the project completion report. In the case of long duration jobs entailing advance payment of installments linked to milestones, partial disbursements may be made; such disbursements will be linked to the phase-wise CPTS Charges and Consultant Fees as per estimates to be provided by the project leader and the phase-wise completion certificate.

10.2 The disbursement of CPTS to permanent employees of the Institute will entail a deduction of 20% as Institute share.

(XI) Research Development Fund (RDF)

To facilitate consultants close accounts of all concluded projects and at the same time enable them to provide for funds to support their ongoing research, equipment maintenance, laboratory development etc., the following will be applicable:

11.1 All unspent balances in closed projects, after deduction of 15% overheads will be transferred to an open ended Research Development Fund (RDF) in the name of the Consultant for use in honoraria for work by students and project staff, consumables and contingencies, travel and daily allowance, and other expenses as approved by the Dean (R&D). The funds available in the RDF may be used for the expenses under items 2 to 6 in Appendix 2, with the approval of Dean (R&D).

(XII) Distribution of Institute Share

The details of distribution of the Institute share collected as Deductions, Overheads and Contract Negotiation / Legal expenses are given below:

12.1 The amount that accrues as Deductions from CF and CPTS (defined in Section 10.1 and 10.2) will be distributed as given below: 50%, to be retained as Departmental Development Fund of concerned Departments to support their educational and research and development activities, and, infrastructure and related requirements. The Departmental Development Funds may be utilized by the Head of the Department with the prior approval of the Dean (R&D). 30% to be retained by Administration to meet major infrastructure augmentation, promotion of R&D through seed money grants, etc. and operational expenses. 10% to be transferred to Institute Main Account to support library expenses. 10% to be transferred to the Staff Welfare Fund.

12.2 The amount that accrues as Overheads (defined in Section 9.5) will be considered as charges towards expenses for utilization of equipment and other Institute facilities.

12.3 The amount that accrues as Contract Negotiation / Legal expenses will be retained by the institute in the separate R&D account to meet Legal and related expenses.

(XIII) Review and other Related Matter of Consultancy Projects

It is essential to provide an effective framework to ensure smooth implementation of consultancy projects in the context of Educational, R&D and related activities. A short report on every consultancy project, upon completion shall be submitted to the Dean (R&D) by the Consultant. The reports shall be preserved as 'Classified Documents' for a period of typically five years and then follow the institute policy thereafter.

(XIV) Other Matters

14.1 Earnings for Technology Transfer, Revenue Sharing and Royalty will be governed by the Intellectual Property Policy of the Institute.

14.2 Notwithstanding the above, and keeping in mind the best interests of the Institute, consultancy may be taken up in exceptional cases, not covered by the above rules, with prior approval of the Director.

Appendix 1: STANDARD TERMS AND CONDITIONS

1. **DECLARATION:** All work undertaken by CMRTC as part of the project will be in good faith and based on material / data / other relevant information given by the Client requesting for the work.
2. **CONFIDENTIALITY:** Due care will be taken by CMRTC to maintain confidentiality and discretion regarding confidential information received from the Client, including but not limited to results, reports and identity of the client.
3. **REPORTS:** Any test or other consultancy report given by CMRTC will be based on work performed according to available standards and / or open domain literature. In any event, the report may not be construed as a legal document, certificate or endorsement and may not be used for marketing of the products or processes, without prior consent from CMRTC. The institute reserves the right to retain one copy of the report and use the results of the project for its internal teaching and research purposes.
4. **WORK PERFORMANCE:** Every effort will be made to complete the specified work according to the planned time schedule. However, CMRTC will not be held responsible for delays caused beyond its reasonable control.
5. **CONFLICT OF INTEREST:** CMRTC may take up work for other clients also in the same area, provided, to the best of the institute's knowledge, there is no conflict of interest in undertaking such projects.
6. **PAYMENT:** The payment of consultation charges to CMRTC are to be made in advance and in full before the start of the project, through a demand draft / crossed valid cheque, drawn in favour of The Director, CMRTC, Hyderabad and sent to the Consultant or the address overleaf. The charges will also include any applicable tax as prescribed by the Government of India from time to time.
7. **TERMINATION:** The project work may be terminated by either party by giving the other party a notice period of 30 days. However, both parties will meet any residual obligations in connection with the project.
8. **LIABILITY:** CMRTC shall not be held liable for any loss, damage, delay or failure of performance, resulting directly or indirectly from any cause, which is beyond its reasonable control (Force Majeure). The liability of CMRTC shall be limited to the funds received for the project.
9. **INTELLECTUAL PROPERTY RIGHTS:** All rights pertaining to any intellectual property

generated / created / invented in the due course of the project, will be the joint property of CMRTC and the Client. Terms and conditions regarding transferring / assigning / selling these rights to the client shall be governed by a separate written and agreed to document if required.

10. RESOLUTION OF DISPUTES: Any disputes arising out of the project shall be amicably settled by both the organizations. Any unsettled disputes may be subject to resolution as per the Indian Arbitration and Conciliation Act 1996.

Appendix 2: Costing of Consultancy Project

1. Consultant Fees (CF)*
 2. Charges for Personnel engaged in Technical Services (CPTS)** (For permanent employees of the Institute)
 3. Project Staff Salaries (PSS) (For temporary staff employed in the project)
 4. House Rent Allowance (HRA) (Provision shall be made for 30% of PSS as HRA)
 5. Operational Expenses (OE) (All other expenses related to the consultancy project)
 6. Capital Equipment (CE) (Expenses towards purchase of capital equipment for the consultancy project)
 7. Overheads (OH) (Charged at 20% of PSS and OE)
 8. Contract Negotiations / Legal expenses (CNL)
- (For projects involving contracts, agreements and MOUs, negotiation charges may be appropriately included by Dean R&D)
9. Net Project Cost (items 1 + 2 + 3 + 4 + 5 + 6 + 7 + 8)
 10. Service Tax and other Taxes (as applicable)
 11. Total Project Cost (9 + 10)

*The Consultant Fee will be limited to 20% of Net Project Cost (Item 9.1 of the Consultancy rules) projects.

** CPTS will be limited to 30% of Net Project Cost (Item 9.2 of the Consultancy rules).