



SRI BALAJI VIDYAPEETH

Deemed-to-be University
U/S 3 of UGC Act 1956

SBV POLICY ON CONSULTANCY– 2019

SRI BALAJI VIDYAPEETH (SBV)
(DEEMED -TO -BE- UNIVERSITY)
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SBV POLICY ON CONSULTANCY- 2019

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TITLE AND APPLICABILITY:

SBV POLICY ON CONSULTANCY - 2019

The Policy on Consultancy will be henceforth known as **SBV POLICY ON CONSULTANCY - 2019**.

PREAMBLE

Sri Balaji Vidyapeeth (SBV) is an exclusive Health Sciences University, dedicated to Health Professions Education, research and patient care. SBV, in its pursuit of excellence, endeavors to raise the standards of its research/innovations to a global level, apart from generating quality health care work force that India needs. SBV recognizes the intellectual strength of the employees, is aware of the innovative research of commercial value and the need for collaboration with other organizations for mutual benefits. To promote academic freedom and to provide a favorable environment for research/development of commercial importance, it encourages its employees to provide their expertise to external organizations/ higher education centers and industries in the form of consultancy.

PURPOSE

The purpose of this Policy is to set out the principles and procedures governing Consultancy projects undertaken by teaching faculty/non-teaching staff, Core Research Scientists, and any other professionally/technically well qualified employees of SBV.

The consultancy projects shall aim at expanding the existing knowledge or create new knowledge/technology, in the field of health sciences and its allied areas.

The consultants, through these projects shall enhance their expertise/experience, by way of collaboration and networking, with national and international centers of excellence, within and beyond the sphere of Health Science Education.

The collaborations and networking, in turn, shall provide additional opportunities for the faculty and SBV for further research collaborations and shall create better placement opportunities for the graduates of SBV.

SBV shall thus achieve global reputation in education/ research and become financially self-reliant.

SCOPE

This policy statement applies to all the academic and administrative staff members of SBV who undertake consultancy projects.

The responsibility of implementation of this policy shall lie with the Office of Dean of Research, SBV.

The responsibility of approval/permission/decision to undertake consultancy for an external organization shall be with the SBV Consultancy Cell, under the leadership of the Vice-Chancellor, SBV.

The composition of the **SBV Consultancy Cell** is as follows: The Vice-chancellor will be the Patron of the Committee that would be headed by a Chairperson, assisted by a Vice-chairperson and a Secretary. The Committee would also include three *ex-officio* members and there will be a permanent invitee who would be the Principal of an Engineering College or a Technical Institute. Adequate representation from the Constituent Units shall be ensured.

The responsibility of revenue disbursement lies with the Finance Officer, SBV.

POLICY STATEMENT

The term *consultancy* means providing expert knowledge/skills/advice to governmental/non- governmental, National/International higher education and research centers, or to Health sectors or to Industries/Service Sector/Companies.

The services offered shall be along the lines of “Professional Services” and hence carry with them obligations and ethical requirements associated with such services as indicated in the Standard Terms and Conditions (Annexure I).

The professional services offered as consultancy shall be based on Education/R&D/ Technology development pertaining to health sciences and its related fields, Testing/Evaluation Services and Calibration/Standardization of Laboratory Equipment.

The consultancy projects shall be undertaken under either of the following:

Standard Terms and Conditions (Annexure I) where the work is taken up in good faith between the Principal Investigator and the client, the obligations and responsibilities of both the parties being limited by the standard terms and conditions

OR

Memorandum of Understanding (MoU): where legal and expert clearance is required. The projects through MoU shall 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, Intellectual Property Rights (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.

The following services are NOT covered in this policy, thus are not eligible for any financial terms mentioned in this policy:

Guest lecturing, presentations at conferences, serving on scientific advisory boards, research councils or other professional associations, book royalty and honorarium for expert Committee meetings, invited lectures, PhD viva/evaluation, invited training programs, organization of conferences/workshops.

Patient care as in private practice or an external expert to other hospitals/practice.

Any funded research projects sponsored by the Government (DST, DBT, ICMR, DRDO, etc.), public, private, national & international agencies and autonomous bodies.

The use of physical infrastructure of SBV purely for rent Purpose.

The services of permanent employees of SBV will be utilized for the execution of the consultancy projects provided they do not affect at any cost their primary functions and responsibilities to SBV. Consultancy assignments must not have any adverse impact on the ongoing academic, research, official and administrative activities. Further, such assignments need to be carefully scheduled in the light of ongoing commitments.

TYPES OF CONSULTANCY SERVICES

University consultancy: These are projects that are referred so:

- When SBV/Institute/Department is the first point of contact for the external organization requesting for consultancy.
- Where the consultant/s is assigned by SBV based on the requisition and the expertise needed for the consultancy.
- Where the facilities, infrastructure, staff, consumables and the name of SBV/Institute/Department is used for the consultancy project.
- When the facilities, infrastructure, staff, consumables are used by the Client Organization in order to proceed with a minor and major research projects.

Individual consultancy: These are Expert-Intensive projects that are referred so:

- When the consultant is directly contacted by the external organization for his/her specific expertise.

- Where the facilities, infrastructure, staff, consumables and the name of SBV/ Institute/Department is used for the consultancy project.

Testing and Evaluation/Calibration and Standardization services: These are projects that are referred so:

- When testing of sample/component/product against a standard is done, provided testing facilities and expertise is available in SBV.

Eligibility criteria to take up consultancy projects:

Consultants must be a teaching faculty/non-teaching staff, Core Research Scientists and any other professionally and technically well qualified employee of SBV.

The Principal Consultant may be assisted by additional consultants as demanded by the project, but the Principal Consultant shall be the point of contact for all communication purpose for SBV as well as the client organization.

Merely possessing academic qualification and designation at SBV level will not entitle a consultant/s for the consultancy projects. They must have, in addition, published research works, R&D experience/ practical experience in the relevant field.

When the enquiry is directly received by SBV, as in University Consultancy or for Testing and Evaluation Services, the Principal Consultant/s or the Departments/ Centers/labs will be identified by the SBV Consultancy Cell, depending on their expertise, and existing commitments, on the recommendations of the Head of the Constituent Institutes and on the recommendations of the Head, HR, SBV, in case of nonteaching staff.

In the event of a client preferring the services of a specific consultant, as in Individual Consultancy, the consultant must fulfill the specified eligibility criteria and proper justification by the client for preferring a specific consultant must be given.

No retiring employee of SBV will be allowed to submit a fresh consultancy project proposal as a consultant, if the duration of the project is beyond his/her date of retirement. However, in exceptional circumstances, a retired employee may continue to work as consultant with the approval of the Vice-chancellor, if he/she continues to serve SBV in some other capacity.

If the Principal Consultant leaves SBV or proceeds on leave or not available for some reason (emergency/critical illness), the Chair-person of the SBV Consultancy Cell on the recommendation of the Principal Consultant (if he/she is available) will appoint a new Principal Consultant in consultation with the client subject to the eligibility criteria of the consultancy rules and the written consent of new Principal Consultant.

The new Principal Consultant will also give an undertaking to complete the project in the remaining funds and time period to the Chair-person of SBV Consultancy Cell through Head of the Department/office concerned. However, in case of death of Principal Consultant, a mutually agreeable solution with the client will be worked out by the Office of the SBV Consultancy Cell.

Proposal/ Budget and Consultancy Fee approval:

The Principal Consultant shall submit a detailed project proposal for the consultancy work through the respective Head of the Institute to the office of SBV Consultancy Cell.

A written formal agreement with the client must be submitted as standard terms and conditions as in Annexure I or as a MoU, as applicable to the project.

The budget proposal consisting of the Consultancy fee and expenditure details must be submitted along.

The consultancy fee shall be decided by the consultant/ university in discussion with the client. The following are the expenditure costs related to the project:

- Permanent equipment/components to be procured.
- Consumable materials.
- Charges to be paid for the use of Computational facilities, lab testing facilities or some specific job-work, expert advice, etc. to the outside agency or within the SBV for smooth execution of the consultancy work.
- Contingency expenses to cover cost of preparation of report, typing, word processing, drawing, drafting, stationery, reproduction, literature (books, journals, membership fee for professional societies), postage, courier, FAX and telephone (including rental and STD/ISD call bills of telephone at residence or mobile phones) etc.
- Maintenance, calibration/recalibration of equipment/testing facilities required for consultancy work.
- Any other costs considered appropriate.

All purchases/procurement under consultancy projects shall be made as per norms prevailing at SBV.

The Service Tax as per the Government rules will be added separately apart from the fee and expenditure amount. TA/DA for outside consultancy will be borne by the client organization separately.

The SBV Consultancy Cell, along with the Finance Officer shall screen and decide to accept/ reject the proposal.

Duration/ Number and termination of consultancy services and Leave rules:

On-duty leave shall be availed up to 30 days in a year for the consultancy work. Prior requisition must be made for more number of days and must be approved by the SBV Consultancy Cell, so that it does not interfere with the normal teaching/research/official work in SBV and other duties of the consultant(s) and the associated staff.

No ceiling limit has been prescribed for undertaking consultancy projects provided consultancy work does not interfere with the normal teaching/research/official work in SBV and other duties of the consultant(s) and the associated staff.

Outstation travel on Consultancy Assignments will be undertaken with the prior approval of the Vice-chancellor.

A consultancy project is normally expected to be closed soon after the date of completion as stipulated in the original project proposal, unless an extension has been sought and granted.

REVENUE SHARING AND FEE DISBURSEMENT POLICY

The norms for calculation of various percentages for distribution of the total money received from client will be as follows:

Total money received from client = Consultancy Fee (X) + Service tax (ST)

Total Expenditure = E

Balance Amount for Distribution (D) = X - (ST +E) x Disbursement percentage

- a. For University Consultancy: 60% of D for Consultants, 20% of D for Institutional Development Fund and 20% of D for University
- b. For Individual Consultancy: 80% of D for Consultants, 10% of D for Institutional Development Fund and 10% of D for University
- c. For testing, evaluation, calibration and standardization
 - Without analysis: 30% of D for Consultants, 70% of D for Institutional development fund.
 - With analysis: 20% of D for Consultants, 80% of D for Institutional Development Fund

All consultancy fees shall be received only by SBV, by DD/e-transfer in the name of SBV Consultancy Account.

The fee disbursement as per the type of consultancy project shall be executed by the Finance Office, SBV.

If any of the Consultant(s) or supporting staff wishes to donate part or whole of his/her own remuneration, the same will be permissible and transferred to the Consultancy Fund, SBV. Similarly Consultancy Cell of SBV has the power to decide, case by case, with justification, to share the entire consultancy amount

to the consultant.

Moral obligations and Legal considerations

The consultancy assignments must be handled with utmost sincerity as the outcomes may have far reaching impact on academia as well as society. Hence, there cannot be any compromise in the execution of these assignments that may tarnish the image of SBV. Keeping this in view, it is mandatory to ensure that the concerned consultant possess proper academic qualifications and well-established credentials and privileged to practice in the area of consultancy.

The machine/equipment used for testing must be duly calibrated to enable accurate results against a reference/standard. It is understood that the testing equipment will be used only by the consultant(s) and not by the client.

In case any legal dispute arises between the consultant(s) and the client such that the consultant(s) are in any way, held responsible to make good the losses incurred by the client, such liability will be restricted to a maximum limit which will be calculated as follows: Maximum Liability = The total contracted amount (excluding Service Tax) charged for the consultancy project - the expenditure/liabilities on the project. It is in the interest of the consultant(s) to bring this fact to the notice of the clients well in advance. The expenditure/liabilities as determined by SBV will be calculated as the expenditure/liability till such date on which the client inform the consultant(s) in writing to stop work on the project for on-going projects, or till the end of the project for completed projects. Submission of the requisite report itself in such cases shall constitute the Utilization Certificate/final bill.

If a *prima-facie* case of malpractice and/or misconduct is established by a fact finding committee (duly approved by Hon'ble Vice-chancellor through SBV Consultancy Cell) against the consultant(s) or the associated staff in connection with consultancy project(s), the Vice-chancellor, on the recommendation of the said Cell may prohibit the concerned person to take part in any new project either as consultant or the associated staff, till such time that a final decision is taken by the appropriate authority in the matter. However, in such cases the Hon'ble Vice-chancellor decide whether the concerned person will continue to complete his/ her obligation in the ongoing consultancy project with which he/she is connected, in order that the ongoing projects and obligations to the client do not suffer.

Any disagreement within SBV arising at any stage of a Consultancy project will be resolved in consultation with SBV Consultancy Cell and the Vice-chancellor to ensure an expeditious removal of bottlenecks and smooth functioning of the project. In case of any dispute arising at any stage of Consultancy project between Consultant(s) and the client(s), the Consultant(s) will be responsible for settlement of the dispute. In the event there is no settlement reached with respect to the dispute, the same will be referred to arbitration of a single arbitrator in accordance with the provisions of the Indian Arbitration and Conciliation Act 1996. All disputes will be subject to the jurisdiction of the courts having territorial

Jurisdiction.

INVOLVEMENT OF MEDIA, IF ANY OF MAJOR FINANCIAL IMPLICATIONS CONCERNING EXTERNAL AGENCIES

Yes, as per Memorandum of Understanding.

INVOLVEMENT, IF ANY

Nil

EXCEPTIONS, IF ANY

Nil

ANY OTHER PERTINENT DETAILS

Nil

ENQUIRIES

All enquiries related to this policy should be addressed to the Legal Officer, SBV with a copy addressed to the GM (Admin.) and Registrar, SBV

APPELLATE AUTHORITY

For all difficulties pertaining to this policy, the power to remove difficulties rests with the Vice-chancellor.

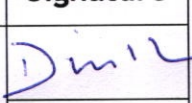


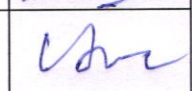
ANNEXURE I:

STANDARD TERMS AND CONDITIONS

1. **DECLARATION:** All consultancies work undertaken by Sri Balaji Vidyapeeth (SBV) 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 SBV to maintain confidentiality and discretion regarding information received from the client, including but not limited to result, reports and identity of the client.
3. **REPORTS:** Any test or other consultancy report given by SBV will be based on work performance according to available standards and/or open domain literature. In any event, this 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 SBV. SBV reserves the rights to retain one copy of the report and use the result 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, SBV will not be held responsible for delay caused beyond its reasonable control.
5. **CONFLICT OF INTEREST:** SBV may take up work for other clients also in the same area, provided, to the best of SBV knowledge, there is no conflict of interest in undertaking such projects.
6. **PAYMENT:** The Payment of consultancy work to SBV are to be made in advance and in full before the start of the project, through a demand draft/ crossed valid cheque, or drawn in favor of SBV in the Consultancy Account, or by Electronic transfer to the following account:

Name of the Bank:
Account number:
IFSC code:
7. **TERMINATION:** The consultancy 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:** SBV 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. The liability, if any at all of SBV shall be limited to the funds received for the consultancy work.

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 SBV and the client. Terms and conditions regarding transferring/assigning/selling these rights to the client shall be governed by a separate written and mutually agreed to document, if required.
10. **ROYALTY:** Out of the sales made for a patent emerging for consultancy work, an annual royalty (to be divided equally between the consultant and SBV) of a fixed percentage (to be decided by the Vice-chancellor) will be paid to SBV by the client.
11. **RESOLUTION OF DISPUTES:** Any disputes arising out of the project shall be amicably settled by SBV and the client. The arbitration power shall lie with a single arbitrator nominated by the Vice-chancellor.

Sl.No	Role	Name	Designation	Signature
1	Prepared by	Dr. Dr. Dinker Pai	Director, Medical Simulation Centre, MGMCRI	
		Dr. Sivashanmugam T.	Professor of Anaesthesiology. MGMCRI	
		Dr. Renuka K	Principal	
2	Reviewed by	Dr. Adithan C	Dean - Research, SBV	

Approved by: Prof.A.R.Srinivasan, Registrar, SBV.

