



**CONSULTANCY / ADVISORY
PROJECT GUIDELINES**

***JNANA BHARATHI
BENGALURU - 560 056***

AUGUST-2016

BANGALORE UNIVERSITY

Jnana Bharathi, Bangalore-560 056

NOTIFICATION

Sub: Consultancy/ Advisory Project Guidelines – reg.
Ref: Proceedings of the 130th Meeting of Syndicate held
on 08-08-2016

PREAMBLE:

The primary commitment of a faculty member of the University is towards teaching, research and other academic activities of the University. It is a fact that in the fast changing modern world, the techniques of research, technology, planning concepts are continuously going through a phase of re-evaluation and change. In this context, the faculty and the institution have to keep abreast of the latest changes and developments. This can be achieved by the faculty through their involvement in professional consultancy practice besides their regular duties needless to mention the consultancy practices have many other advantages like;

- a. The consultancy practices enrich experience and knowledge of the faculty members in the professional spheres that will upgrade the level of quality teaching, training and research programmes.
- b. The faculty members will have also opportunities for implementing their ideas under actual conditions.
- c. The exposure of teachers to consultancy practices would enable the teachers to deliver better and inturn help students perceive knowledge in better way.

Therefore, the faculty members be permitted to engage in private consultancy practice without detrimental to their normal and primary duties in the University either individually or in group or in association with individuals or with established firms on a **fee / without fee**.

The faculty members shall engage in consultancy practice at their own risk and the University shall not be held responsible legally or for any eventuality arising out of such consultancy practice. Hence, the University has revised the existing consultancy guidelines in order to simplify the norms of consultancy and for speedy and effective implementation.

Hence this Order,

University Order No.DEV/D2/Consultancy Guidelines/08/08/2016

Pursuant to the resolution of the 130th Meeting of the Syndicate held on 08-08-2016, the teachers of University are permitted to engage in the consultancy

projects awarded by the Government/ NGO/ Society/ Private Sector etc., as per the norms prescribed in the enclosed Guidelines. The revised Guidelines will come into effect from the date of the Syndicate resolution. The teachers are requested to follow the Consultancy/ Advisory Project Guidelines strictly, while taking/ accepting the consultancy project/s without giving room for violation of these Guidelines.

BY ORDER
Sd/-
REGISTRAR

To:

All the faculty members of the University.

Copies to:

1. The Chairpersons of all PG Departments, Bangalore University, Bangalore.
2. The Principals of all constituent colleges, Bangalore University, Bangalore.
3. The Finance Officer, Bangalore University, Bangalore.
4. The Director, PG Centre, Kolar
5. PS to Vice-Chancellor / Registrar / Registrar (Evaluation), Bangalore University, Bangalore.
6. The Development Officer, Bangalore University, Bangalore-560 056.
7. All the Deputy/ Assistant Registrars, Bangalore University, Bangalore.
8. Assistant Registrar, Development Section, Bangalore University, Bangalore.
9. The Government Auditor, Bangalore University, Bangalore.
10. Superintendents, Development Section, Bangalore University, Bangalore.
11. The Concerned case-worker/s, Development Section, Bangalore University, Bangalore.
12. Office / Guard file copies.

BANGALORE UNIVERSITY

CONSULTANCY / ADVISORY PROJECT GUIDELINES

(Approval of 130th Syndicate dated 08-08-2016)

University Notification No.DEV/De/Consultancy Guidelines/
2016-17 Dated 08/08/2016

1. Implementation

- 1.1 These Revised Guidelines are applicable to all the Faculty of the Bangalore University.
- 1.2 The decision of the Vice-Chancellor on all matters regarding the interpretation of these Revised Guidelines or any matter or matters whereby these Guidelines do not cover, is final.

2. Definition of Consultancy

- 2.1 Consultancy means an activity that involves a person or a group of people giving specialised or expert service to another party/ agency that requires such service, with or without payment.
- 2.2 Consultancy activities in accordance with above definition are as follows:-
 - a. Consultancy between University and client without any payment (institutional contract without payment).
 - b. Consultancy between University and client with payment (institutional contract with payment).
 - c. Consultancy between University Faculty and client without any payment (personal contract without payment).
 - d. Consultancy between University faculty and client with payment (personal contract with payment).
- 2.3 Types of consultancy and Fees:
There shall be three types of consultancy:
 - (A) Retainer Consultancy
 - (B) Institutional Consultancy and
 - (C) Routine Consultancy

2.3.1 (A) RETAINER CONSULTANCY (PRIVATE CONSULTANCY)

- a. This does not involve the use of any University facilities such as equipments, instruments, computers, etc., and is based purely on expert knowledge.
- b. On receipt of the request from the client, the Consultant (individual / group of Faculty or Department as a team) in consultation with the concerned Client may take-up and go ahead till the consultancy work. They shall also inform this to University through Chairperson or the Principal as the case may be by providing the details of the Proforma – A as enclosed to this guidelines.

2.3.2 (B) INSTITUTIONAL CONSULTANCY

- a. Under this consultancy arrangement, outside parties (GOVT./ SEMI GOVT/PRIVATE COMPANIES ETC) would request any individual / Faculty/ Department / University to undertake a specified project or contract wherein Bangalore University infrastructure facilities would be utilised.
- b. If an Individual / Group of Faculty are engaged, the details of the consultancy work as mentioned under 2.3.1(b) shall be provided to the University through the head of the department/ Principal as the case may be and may go ahead with the work.
- c. If the department as a team is engaged for the consultancy work the head of the department shall provide the details to the university as mentioned in 2.3.1(b) and may go ahead with the work.
- d. All documents/details concerning to particular assignment/ project work should be maintained in a separate Register. This register should contain expenditure incurred on the project by way of materials and components, TA and DA, Computer charges, Payments to external personnel exclusively employed for the project, charges for using external facilities, expenses for fabrication outside the Institution, etc., is to be maintained.

2.3.3 (C) ROUTINE CONSULTANCY :

- a. Routine consultancy jobs are undertaken such as testing of cement concrete cubes, reinforcement steel, calibration, fabrication, measurements, analysis, etc. wherein no interpretation of the results is called for, nor any technical advice is to be rendered nor the test results that may not require further processing.
- b. The details of Routine consultancy either by individual / Group of faculty to university or department as a team is to be informed through proper channel as and when such consultancy are undertaken with all the details as mentioned in 2.3.1(b).

3. General conditions for doing Consultancy Work by the teachers of the University :

- 3.1 The Faculty member concerned should be able to complete the consultancy work before Retirement/ Voluntary Retirement or completion of his / her contract with the Bangalore University.
- 3.2 The faculty is required to apply for leave of absence if the consultancy work involves outstation work.

- 3.3 In the case of consultancy service rendered to Government Departments / Agencies, Public Sector Undertakings, the terms and conditions may be settled through agreements/ written communication. In such cases formal agreement on non-judicial paper is necessary.
- 3.4 The validity of the report by the consultant/ Faculty/ Group of faculty/ Department in any consultancy work shall be solely binding on them and university will not have any liability.

4. Fixing Consultancy costs:

- 4.1 In general the expenditure for each consultancy work has to include all costs shall be fixed by an Individual Faculty/ Group of Faculty/ Department as a team as the case may be and intimate the university in clear terms. The consultancy costs can be grouped into the following categories;
- (a) Material Cost (example: consumables, chemicals, CD, printer cartridge, etc.).
 - (b) Service Cost (example: Remuneration of research assistant/non technical personnel, travel, communication, printing and others).
 - (c) Service tax extra as applicable.
- 4.2 Expenditure allowed in Consultancy works.
- a Retainer consultancy works: Under Retainer consultancy, the expenditure incurred by an Individual / Group of Faculty / Department as a team shall be allowed up to 20% of the total consultancy cost. The expenditure if any above 20%* shall be borne by the client.
 - b Institutional Consultancy Works: Under the Institutional consultancy, the expenditure incurred by an Individual / Group of Faculty / Department as a team using the facilities available in the department. The totals expenditure shall be allowed upto 20%.
 - c Routine consultancy: Under routine works involving field testing activities such as water testing, rock testing, Geotechnical/ Soil investigations, Non-destructive testing, Highway materials testing, tests conducted at site 40% of the Consultancy Charges shall be allowed.

5. Sharing of the consultancy Fee:

- a. For Retainer consultancy works, 30% of the consultancy charges after deducting the allowable expenditure (i.e. 20% of the total consultancy cost) shall be paid to the University account and 70% shall go to the consultant/s.

Example:

- (i) The total fee fixed for 'X' consultancy is Rs.1,00,000/-
 - (ii) 20% is allowed as expenditure, i.e. 20,000/- and remaining amount is Rs.80,000/-
 - (iii) 30% of the 80,000/- = 24,000/- will go to university account.
 - (iv) The balance (80,000 – 24,000 = 56,000) will go to consultant/s.
- b. In the case of Institutional Consultancy (Govt./Semi Govt./Private Agencies), the consultancy works/ projects, etc., which makes use of university facilities such as equipments, instruments etc., 30% of the Consultancy charges after deducting the allowable expenditure (material/ consumable / service cost i.e 20% of the total consultancy cost) shall be paid to university account and the remaining 70% shall be paid to the consultant/s.

Example:

- (i) The total fee fixed for 'Y' consultancy is Rs.1,00,000/-
 - (ii) An expenditure assumed to have spent in the form of Lab facility to carry out consultancy work, upper limit of 20% i.e. Rs.20,000/- is allowed to be remitted to university account.
 - (iii) The 30% of the balance (i.e 30% of 80,000/- = 24,000/- has to be remitted to university account and the remaining amount i.e Rs.56,000/- will go to consultant/s.)
 - (iv) If there is an actual expenditure to the tune of Rs.20,000/- by the consultants/ departments, then this 20% will not be remitted to university account.
- c. For Routine Consultancy like Material testing, calibration, analysis, measurements, 30% of the Consultancy charges after deducting the allowable expenditure of 40% of the total consultancy cost shall be paid to the university account and remaining 70% shall be paid to consultant/s.

Example:

- (i) The total fee fixed for 'Z' consultancy is Rs.1,00,000/-
 - (ii) 40% of the allowable expenditure is Rs.40,000/-
 - (iii) 30% of the balance (i.e 30% of 60,000/-) is Rs.18,000/- will be paid to university account.
 - (iv) 70% of the remaining amount (i.e.Rs.60,000/-) is Rs.42,000/- will be paid to consultant/s.
- d. The consultancy charges are to be collected along with service tax as applicable from the concerned client.
Payment of 100% of the total agreed consultancy fee + applicable service tax shall be made in case of Private agencies as advance payment. However, in case of Government agencies (Other than

- Private) consultancy work may be taken up even if there is delay in advance payment.
- e. The service tax collected from the client shall be remitted to the central government in the month end.
 - f. All the consultancy fee including service tax shall be received by the consultant in the form of bank DD drawn in favour of Finance Officer/ Chairperson of the concerned department of Bangalore University, Bangalore. (It is the responsibility of the consultant/s to collect the DD and remit it to Finance Officer/ Chairperson account with clear break up of the amount received i.e (i) Allowable expenditure (ii) Share of the university (iii) the share of the consultant and (iv) service tax).
 - g. Soon after receiving the DD from the client, the Finance Officer/ Chairperson shall immediately issue orders to release the allowable expenditure cost to his / her/ them to initiate the work. Similarly, the Finance Officer/ Chairperson shall issue orders to release the share at the consultants soon after the consultancy work is completed and DD received from clients.
 - h. After receiving his/ her / their share of consultancy fee and service tax the consultant/s /Chairperson of the concerned department/ Finance Officer should remit the service tax and maintain proper ledgers and records.
 - i. It is the responsibility of consultant/s to include the amount earned by consultancy work as an income for computing his/ her/their IT returns.
 - j. When more than one person is included in consultancy, the earned fee shall be shared amongst themselves as could have decided up on by taking up the consultancy and the university would not intervene in this matter.

6. Responsibility and Accountability:

- a. The consultant staff is bound by the provisions of the decisions of the Statutory Bodies of the University.
- b. The consultant staff is responsible for implementing the consultancy contract according to the terms and conditions of the consultancy contract.
- c. The consultant staff should extend service to the satisfaction of client. If any patent could be derived during the consultancy work, it will be the proprietary of the University and not the client.
- d. The consultant staff is responsible for carrying out his/her work with the highest quality output and within the time stipulated.
- e. The consultant staff is responsible for ensuring that he/she is adequately covered by the appropriate insurance from liabilities arising from the said contract.
- f. The consultant staff is responsible for signing a letter of indemnity with the Bangalore University regarding any liability arising from any party as a result of inefficiency, carelessness, absconding or wrong doing of consultant staff or his/ her agent in carrying out the consultancy work.

- g. In carrying out the consultancy work, the consultant staff must not neglect his/ her public duty for personal importance nor use his/ her position as a consultant staff for personal benefit.
- h. With the exception of the approval of the Vice-Chancellor, a consultant staff is not allowed to surrender his/ her right or sub-contract his/her consultant work.
- i. While procuring goods/ equipments/ services etc., the Purchase Rules of the Bangalore University shall strictly be followed.

7. Intellectual Property Right:

- 7.1 Intellectual property right arising from the consultancy work is subject to the University Intellectual Property Policy and relevant intellectual property law.

BANGALORE UNIVERSITY

PROFORMA - A

TO INFORM THE UNIVERSITY ABOUT CONSULTANCY/ ADVISORY
PROJECT UNDERTAKEN BY THE FACULTY

1	Name/s of the Teacher/s (Consultants)	
2	Department	
3	Contact No. Mob e-mail:	
4	Project Title (Capital Letters)	
5	Client/Customer	
	a) Name and address	
	b) Category c) (Govt. Dept./Agency, Voluntary/ Co- operative Agency, Research Org., Foreign Firm/Agency, Public/Private Sector, Large/Medium/Small/Cottage/Tiny Units	
6	Nature Consultancy Project a. Retainer Consultancy b. Institutional Consultancy c. Routine Consultancy	
7	Objective, scope and duration of the project	
8	Programme of work with phasing and milestones	
	Date of Start of the Project, Duration & expected Date of Completion	
9	Benefits to client on utilization of project output	
10	Consultancy fee agreed up on	
11	Any other information that the consultants would like to give	

Date:

Place:

Signature of Consultant/s

PROFORMA - B

FOR STATEMENT RELATED TO FINANCIAL ASPECTS OF CONSULTANCY
UNDERTAKEN

TOTAL OUTLAY OF THE CONSULTANCY PROJECT Rs.	Consultancy fee received Rs + Service Tax	Deduct i) Service Cost, Rs ii) Material cost, Rs If any	Net Amount, Rs (2-3)	Share of the faculty/s	Amount to BU Fund Rs
1	2		3	4	5

11. REMARKS:

Signature of Consultant/s