



Adi Shankara

INSTITUTE OF ENGINEERING AND TECHNOLOGY

Approved by AICTE & Affiliated to APJ Abdul Kalam
Technological University
(Owned by Adi Sankara Trust)

Consultancy Policy

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ENGINEERING & TECHNOLOGY



CONSULTANCY POLICY

1. INTRODUCTION

Consultancy is as an effective way for Institution to broadcast knowledge and make an early and direct impact on society. However, the steadiness between consultancy and the traditional roles of the academic staff needs to be managed and the interests of the Institution must be protected. This Policy provides provisions for conducting consultancy to ensure that consultancies undertaken by staff are consistent with the Organization strategic and operational objectives and the costs are justifiable. Adi Shankara Institute of Engineering and Technology (ASIET) is committed to making its expertise available through service to government, industry, Professions, commerce, arts and other educational and research organisation.

2. THE POLICY

All Non-research and Research consultancies as defined in this Policy are governed by the following guiding principles:

1. There should be demonstrable benefit to the Institution from the consultancy through reputation, income and expanding the expertise of the staff member.
2. The Consultancy must not be in conflict with Institution policies including those governing employment; such as the Code of Conduct Policy.
3. The Consultancy must not be in conflict with the functions, objectives or interests of the College or damage the College reputation.
4. At a minimum, the salary and on-cost charges set by the Institution must be applied to all project budgets. All Consultancies are required to contain overheads.
5. Staff members shall not undertake external research activities where no formal agreement has been authorised by the Institution unless they are on leave without pay, approved by the management. Such faculty may not use their ASIET affiliation or academic title when providing research services that are not approved by the Institute.

3. CONSULTANCY RULES AND NORMS

3.1 SCOPE OF CONSULTANCY SERVICES OFFERED

- Consultancy Services may be offered to industries, service sectors, government departments and other national & international agencies in niche areas of expertise available in the institute.
- 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.
- Consultancy services offered may cover a variety of happenings.
- Testing & Evaluation services are to be normally offered in selected specialized areas, in order to meet the needs of certain governmental and related agencies, special clients and other outside educational institutions.
- Standardization and Calibration services may be offered in areas in which facilities are available or can be augmented.
- The consultancy work which are too multifaceted to handle, because of certain constraints should not generally be taken up.
- All Consultancy works and related job need to be structured and executed in the spirit of promoting ASIET–Industry Interactions, as a vehicle for augmenting (current) levels of excellence in teaching and research, for proper placement of ASIET graduates (U.G. / P.G. / Ph.D.) and in the progression, generating funds.
- All the research projects sponsored by the Government (DST, DBT, ICMR, DRDO, SERB etc.), public, private, national & international agencies and autonomous bodies do not fall under the purview of consultancy services.

3.2 CONSULTANCY PROJECTS CATEGORIES

3.2.1 Each project shall be undertaken either under:

- (a) Standard Terms and Conditions, or
- (b) Specific Agreement or Memorandum of Understanding (MoU) describing the details of Contract and requires legal and expert clearance

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

The latter case refers to projects that usually involve non-disclosure agreements, detailed dialogs of contract terms and signing of pacts in the form of agreement or Memorandum of understanding 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 noteworthy amount of effort and time associated with the negotiation and execution of the research contracts.

3.2.2 Consultancy and related services offered will be categorized mainly as under:

(a) **Category 1:** Individual Consultancy: (Expert Advice and Development Project) Consultancy that does not involve the use of any institutional facilities and is solely based on the expertise of the Principal Investigator.

(b) **Category 2:** Institutional / Departmental Consultancy: Consultancy that involves the use of infrastructure / facilities such as equipment, instrument etc

(c) **Category 3:** Testing and Evaluation / Calibration and Standardization Services: The service involves the routine testing and evaluation in order to meet the needs of outside organization / agencies / educational institutions.

NB: The consultancy and related services should not delay with the normal education and research in the Institute.

4. ELIGIBILITY FOR UNDERTAKING CONSULTANCY

Consultancy and related assignments can be taken up by full-time faculty members of Departments, and all other employees of ASIET. All staffs of ASIET undertaking consultancy shall hereinafter be stated to as Principal Investigator (PI).

5. GENERAL CONSULTANCY RULES

5.1 All consultancy assignments by the faculty members should be undertaken with prior approval of the Head of the Department and permission of Head of the Institution/management Trustee.

5.2 Examinations, lectures, selection committees and other professional work of the faculty members are not to be included in the consultancy.

- 5.3 The consultancy account should be maintained by the department/Institute/Industry–Institute Interaction Cell and the Managing trustee.
- 5.4 All remuneration for consultancy should be received by demand draft or electronic transfer in favour of authorised account of the institute or remittance through challan in bank and individual faculty member should not receive any cash directly.
- 5.5 Service Tax as applicable should be paid by the client or PI should include in the total cost.
- 5.6 Remuneration paid to an individual faculty member for consultancy as his share in one academic year should not exceed his total salary for the year. Any amount in excess of this prescribed limit due to a faculty member will be remitted to the Institution development fund.
- 5.7 Daily Allowance (D.A) / Travelling Allowance (T.A) are to be paid as permissible according to Institution rules or as per agreement with the client and PI, and it should not be included in the consultancy fees.
- 5.8 Before, accepting the consultancy job, the faculty member shall obtain the approval as mentioned in 5.1

6. DISTRIBUTION OF CONSULTANCY FEES (Should be finalised by management)

6.1 The consultancy fee shall be distributed as under (**Draft distribution**)

Consultancy Categories	Description	PI and team members (%)	Concerned Dept (%)	Institute (%)
Category-1	<i>Individual Consultancy</i>	70	15	15
Category-2	<i>Institutional or Departmental Consultancy</i>	25	40	35
Category-3	<i>Testing and Evaluation Or Calibration & Standardization Services or Analysis and Characterization of Samples</i>	25	40	35

** Priority shall be given to the laboratories which are actively involved in the consultancy works.

The above breakup of the consultancy charges is for the internal administrative use of the Institution only and may not be revealed to the client for whom a lump sum figure of total consultancy charges may be quoted.

7. CERTIFICATION

The College/institute (through its PI) is not authorized to undertake certification in any form. At best, one can say that, on a given day, with a given sample, a well-defined test yielded the reported results.

NOTE: For all matters not covered in this document, as a general principle, Institute Head/ Chief Operating officer/Industry– Institute Interaction Cell may be approached for consideration on case-to-case basis.

STANDARD TERMS AND CONDITIONS

- 1. DECLARATION:** All work undertaken by ASIET, Kalady, Kerala as part of the project will be in good faith and based on material / data / other relevant information given by the Customer requesting for the work.
- 2. CONFIDENTIALITY:** Due care will be taken by ASIET, Kalady, Kerala to maintain confidentiality and discretion regarding confidential information received from the Client, including but not limited to preliminary study reports, technical/ financial/marketing data, drawings, process plans, results, and identity of the client
- 3. REPORTS:** Any test or other consultancy report given by ASIET, Kalady, Kerala will be based on work performed 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 ASIET, Kalady, Kerala. 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 job according to the planned time schedule. However, ASIET, Kalady, Kerala will not be held answerable for delays caused beyond its reasonable control

5. **CONFLICT OF INTEREST:** ASIET may take up work for other clients also in the same area, provided, to the best of the ASIET knowledge, there is no conflict of interest in undertaking such projects.
6. **PAYMENT:** The payments of consultation charges to ASIET are to be made through a demand draft / crossed valid cheque, drawn in favour of ASIET, Kalady, Kerala and sent to the concern authorised in-charge. The charges will also include any applicable tax as prescribed by the Government of India from time to time.

In case of RTGS/NEFT remittances, the account in which payments may be remitted is as follows:

- a. Name of Account holder:
 - b. Bank Name:
 - c. Branch details:
 - d. A/C Number:
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7. **TERMINATION:** The project work may be terminated by either party by giving the other party a notice period of 30 days. However, both the parties will meet any residual obligations in connection with the project.
 8. **LIABILITY:** ASIET, Kalady, Kerala 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 ASIET, Kalady, Kerala shall be limited to the funds received for the project.
 9. **INTELLECTUAL PROPERTY RIGHTS:** All rights pertaining to any intellectual property (IP) generated / created / invented in the due course of the project will be the property of the client in case of no specific joint investment commitment towards the development by ASIET. More specifically, if a client is obligated to intellectual property assignment to their client or states as a condition of contract to the institute that the intellectual property cannot be shared, the rights will continue to be vested with the client. In cases where a project may be taken up as Consultancy-cum-Joint Development where ASIET may offer to invest in a R&D Project (for example, by not charging consultancy fee, investing in cash or kind), the resulting IP, if any, will be joint property of ASIET, Kalady, Kerala and the Client. Terms and conditions regarding transferring / assigning / selling these rights to the client or any third parties 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. The jurisdiction for any or all disputes will be an arbitrator or an arbitration firm who is mutually agreeable to both parties and is physically located at Ernakulam District, Kerala. The above terms and conditions will apply to all consultancy projects taken up by any faculty of ASIET, Kalady, Kerala and will form part of contract signed with the client organization, unless otherwise mutually agreed to in a separate document

CONSULTANCY PROCESS FLOW DIAGRAM

