

NOORUL ISLAM CENTRE FOR HIGHER EDUCATION

(Declared as Deemed-to-be-NICHE under Section 3 of the U.G.C. Act 1956)

Accredited by NAAC with 'A' Grade)

Kumaracoil - 629180, Kanyakumari District, TamilNadu, India

BOARD OF RESEARCH, DEVELOPMENT & CONSULTANCY (BRDC)

Phone + (91) 4651-250462, Website: www.niuniv.com, E-mail: dir-research@niuniv.com

‘Consultancy Policy



| Sl. No. | Contents | Page |
|----------------|--|-------------|
| 1. | Introduction | 3 |
| 2. | Consultancy Procedure and Eligibility Norms | 3 |
| 3. | Scope of Consultancy Services Offered | 3 |
| 4. | Eligibility for Undertaking Consultation | 4 |
| 5. | Conflict of Interest | 5 |
| 6. | General Rules Concerning the Conduct of Activities Through NICHE | 5 |
| 7. | Institutional Policy on Revenue Sharing | 6 |
| 8. | General Procedure | 7 |
| | Annexure 1 | 8 |
| | Annexure 2 | 10 |
| | Annexure 3 | 12 |

NICHE - CONSULTANCY POLICY

Introduction

Consultancy is well recognized as an effective way for Universities to disseminate knowledge and make an early and direct impact on society. However, the balance between consultancy and the traditional roles of the academic staff members needs to be managed and the interests of the University must be protected. This policy provides provisions for conducting consultancy to ensure that consultancy activities undertaken by staff members are consistent with the University's strategic and operational objectives and the costs are sustainable. NICHE is committed to making its expertise available through consultancy service which will be offered to industrial, commercial, Government, professional, arts and other educational and research organizations.

CONSULTANCY PROCEDURE AND ELIGIBILITY NORMS

The consultancy procedure followed at NICHE and eligibility norms of undertaking consultancy activities through NICHE are presented under the following two sub sections.

1. Scope of Consultancy Services Offered

- 1.1** Consultancy services may be offered to Industries, Service Sector, Government Departments and other National and International agencies in areas of expertise available in NICHE.
- 1.2** The services as offered consultancy shall be along the lines of “Professional Services” 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.
- 1.3** Consultancy work 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 by the staff members of NICHE irrespective of the availability of expertise and perceived needs of the clients.
- 1.4** All consultancy works and related job need to be structured and executed in the spirit of promoting NICHE -Industry Interactions, as a vehicle for augmenting (current) levels of excellence in teaching and research, for proper placement of NICHE graduates and scholars (PhDs / PGs / UGs) and in the process, generating funds.

2. Eligibility for Undertaking Consultation

Consultancy and related assignments can be taken up by full time faculty members and research staff members. Any other employee of the Institute may take up consultancy work with prior approval of the Director Research. All employees undertaking consultancy shall hereinafter be referred to as Consultant.

3. Categories of Consultancy Projects

3.1. A consultancy project shall be undertaken at NICHE under any of the following types:

Type – I: Consultancy projects to be undertaken by adhering to the Standard Terms and Conditions of NICHE

Type – II: Consultancy projects to be undertaken by adhering to the Specific Agreement or Memorandum of Understanding (MoU) describing the details of contract, legal requirements and expert clearance.

Under Type I, 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. A copy of the Standard Terms and Conditions is attached as **Annexure 1**.

Under the Type-II, the consultancy projects 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, 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.

3.2. Consultancy and related services to be offered from NICHE 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 facilities of NICHE and is solely based on the expertise of the Consultant.

(b) Category 2: Institutional / Departmental Consultancy:

Consultancy that involves the use of the infrastructure / facilities such as equipment, instrument, laboratory expertise and skill of staff members etc which are available at NICHE.

(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 interfere with the normal teaching and research in NICHE.

4. Conflict of Interest

Consultants shall disclose to the Director Research 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 any scope for potential disproportionate self-gain.
- (ii) Director Research 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 NICHE and to the profession.

Consultants may not use the name of NICHE or the fact that they are affiliated with NICHE, in a manner that

- (i) suggests that NICHE approves or disapproves of a product or service provided by a profit, non-profit or governmental entity or
- (ii) suggests that NICHE has performed research or issued research findings when it has not done so, or misleadingly states the results of research carried out at NICHE or
- (iii) may be interpreted to communicate the official position of NICHE on any issue of public interest.

5. General Rules Concerning the Conduct of Activities Through NICHE

- 1. A consultancy work may be undertaken by the faculty members of NICHE in their area of expertise.
- 2. The consultancy services should be undertaken only with prior permission of NICHE.
- 3. Consultancy services should not interfere with the discharge of prime duties of the consultant- the faculty member or the department.
- 4. Consultancy services should not be in conflict with the interest of NICHE.
- 5. In the context of consultancy services, the consultant of NICHE should not directly or indirectly get associated with any activities which may be unethical or inappropriate.
- 6. In the case of foreign consultancy, NICHE will permit to take up such consultancy based on the nature of the associated consultancy work. In this regard consultant has to execute a bond with NICHE.

7. Travel out of the campus of NICHE on account of consultancy activities should be undertaken with intimation to the Head of the Department/Dean. In case, the consultant is the Heads of the Department, intimation should be sent to the Director Research through Dean.
8. Outstation travel on Consultancy Assignments may be undertaken by the consultants of NICHE normally with the prior approval of the Head of the Department or the Director Research. 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 as acceptable.
9. The faculty members of NICHE involving in the conduct of a consultancy service can avail on-duty for industrial visit and meeting industry person for discussion related to consultancy work.
10. All remuneration for undertaking consultancy should be received by demand draft or electronic transfer in favour of “NICHE” payable at “Thalakulam” and individual faculty member should not receive any cash directly for undertaking consultancy through NICHE.
11. Remuneration will be paid by NICHE to the individual faculty member directly after the completion of work.

6. Institutional Policy on Revenue Sharing

The consultancy fees for the consultant of NICHE should be mentioned in the budget proposal submitted by the beneficiary and should be approved by the Registrar. The distribution ratio of the consultancy fee is as follows:

| Sl. No. | Particulars | Faculty | University |
|---------|---|---------|------------|
| 1. | Category 1 Individual Consultancy | | |
| | For Providing Solutions/Expertise to Problems of the Industry. | 60% | 40% |
| 2. | Category 2 Institutional / Departmental Consultancy | | |
| | Use of Institute Space and or Equipment | 40% | 60% |
| 3. | Category 3 Others | | |
| | Testing and Evaluation / Calibration and Standardization Services | 30% | 70% |
| | Analysis and Characterization of Samples | 20% | 80% |

The details of the above breakup of the consultancy charges are to be used at NICHE internally only and may not be revealed to the client for whom a lump sum figure of total consultancy charges may be quoted.

7. General Procedure

- (i) Consultancy proposal should be received (from the beneficiary) by the consultant (individual faculty member or the department of NICHE) along with the copy of standard terms and conditions (**Annexure - 1**) and it should be submitted to the Director Research through Head of the Department (HoD)/ Dean.
- (ii) Director Research / HoD/Dean will examine the proposal and submit it along with their recommendations to the Registrar.
- (iii) The higher authorities of NICHE will consider the following aspects before recommending the proposal:
 - a. Extent to which the consultancy work will be undertaken by the consultants or the department in addition to their normal duties and work load.
 - b. During the days of Institutional commitments, the consultants should not neglect their duties and concentrate on consultancy work alone.
 - c. The consultancy fees should be carefully proposed in the budget submitted by the beneficiary.
 - d. The entire consultancy service or project should be focused on the interest of NICHE in the long run.
 - e. All issues related to the progress of the consultancy work, handling of the budget amount and the stipulated time frame should be legally discussed with the competent authorities of NICHE and should be mentioned in the agreement.
 - f. The Registrar of NICHE will issue the approval letter after getting the consent of the competent authorities.
 - g. The consulting commitment should not exceed 30 days in an academic year for the consultants or the departments of NICHE.

NOTE:

For all matters not covered in this document, as a general principle, Director Research may be approached for consideration on case to case basis.

ANNEXURE I

STANDARD TERMS AND CONDITIONS

1. DECLARATION: All works undertaken by Noorul Islam Centre for Higher Education, Kumaracoil, NICHE as part of the consultant project will be in good faith and based on material / data / other relevant information given by the Client requesting for the execution of such works.

2. CONFIDENTIALITY: Due care will be taken by Noorul Islam Centre for Higher Education, Kumaracoil 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 Noorul Islam Centre for Higher Education, Kumaracoil will be based on the work performed according to the 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 Noorul Islam Centre for Higher Education, Kumaracoil. NICHE reserves the right to retain one copy of the report and use the results of the project for its internal teaching and joint research and publication purposes.

4. WORK PERFORMANCE: Every effort will be made to complete the specified work according to the planned time schedule. However, Noorul Islam Centre for Higher Education, Kumaracoil will not be held responsible for delays caused beyond its reasonable control.

5. CONFLICT OF INTEREST: Noorul Islam Centre for Higher Education, Kumaracoil may take up work for other Clients also in the same area, to the best of the institute's knowledge of NICHE, provided, there is no conflict of interest in undertaking such projects.

6. PAYMENT: The payment of consultation charges to Noorul Islam Centre for Higher Education, Kumaracoil are to be made in advance and in full before the start of the project through Demand draft (DD) in favour of "NICHE" payable at Thalakulam. The DD can be sent to the Consultant. The consultation charges will also include any applicable tax and other levies, if any, as prescribed by the State / Central Governments 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: Noorul Islam Centre for Higher Education, Kumaracoil 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 if any at all of Noorul Islam Centre for Higher Education, Kumaracoil 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 course of the project, will be the joint property of Noorul Islam Centre for Higher Education, Kumaracoil 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 Noorul Islam Centre for Higher Education, Kumaracoil and the Client. Any unsettled disputes may be subject to resolution as per the Indian Arbitration and Conciliation Act 1996 and the legal constraints are subject to Chennai Jurisdiction only.

CONSULTANT

CLIENT

ANNEXURE 2

(To be Typed in the Organization Letter Pad)

FORMAT OF CONSULTANCY WORKS AGREEMENT

Date:

Project Title:

Name and Address of the Organization:

Name of the Representative:

Designation:

Telephone: Fax:

Email:

Name of the Consultant:

Designation:

Department:

Telephone: Fax:

Email:

Project Cost:

Service Tax:

Total Project Cost:

Duration of the Proposed Work:

Date of Commencement:

Date of Completion:

Scope of the Proposed Work:

Any other Relevant Details:

**WE AGREE TO THE ABOVE PROPOSAL AND ALSO THE STANDARD
TERMS & CONDITIONS OF NICHE**

Authorized Signatory of the Organization

Signature:
Name:
Designation:
Date:

ANNEXURE 3

**NOORUL ISLAM CENTRE FOR HIGHER EDUCATION
CONSULTANCY SERVICES**

APPROVAL FOR CONSULTANCY WORKS

(For internal use only)

Date:

CATEGORY OF CONSULTANCY

Category 1: Individual Consultancy

Category 2: Institutional / Departmental Consultancy

1. Name of the Consultant :

2. Name(s) of staff member(s) :
in-charge of the work

3. Laboratory & Department(s) / :
Centre undertaking the work

4. Organization for whom work is undertaken :

5. i) Date of commencement :

ii) Date of completion :

6. Total consultancy fees : Rs.

7. In the case of interdepartmental assignments** (Please indicate percentage of share of amount between departments / centers concerned)

** In case of interdepartmental assignments, the concerned Heads of the Departments are required to sign in this proposal.

Name of the Department / Centre

Percentage of Share

1.

2.

3.

4.

Encl:

1. Copy of the consultancy letter from the organization (Annexure 5)
2. Copy of the signed standard terms and conditions (Annexure 1)
3. Details of the expenditures for materials used

CONSULTANT

HEAD OF THE DEPARTMENT

DIRECTOR RESEARCH

REGISTRAR