Gujarat Technological University
Ahmedabad, India

GTU Consultancy Policy

(w.e.f. Financial Year 2024-25 AND ONWARDS)

Index

Policy for Consultancy Work w.e.f. Financial Year 2024-25

1. Preamble and Objective

Gujarat Technological University (GTU) recognizes the invaluable contribution of research and consultancy work in fostering collaborative relationships with external entities. This policy underscores the significance of consultancy engagements in facilitating the exchange of knowledge and expertise, thereby enhancing the University's connections with industries, government bodies, and other stakeholders.

1.1. The objective of this policy is to provide a clear framework for conducting consultancy work in accordance with GTU's established procedures. By offering comprehensive guidance, the policy aims to streamline the process of engaging in research and consultancy activities while ensuring adherence to the University's policies and procedure.

1.2. GTU encourages its academic staff members to actively participate in consultancy assignments that align with their areas of expertise and complement their primary roles within the university. This endorsement reflects the University's commitment in enhancing their professional development opportunities for its faculty members.

1.3. Research and Consultancy services provided by GTU are targeted towards diverse sectors, including industries, service organizations, government departments, and national and international agencies. By leveraging its specialized knowledge and resources, the university aims to address real-world challenges and contribute to the advancement of various sectors.

1.4. The tangible benefits derived from consultancy engagements extend beyond financial gains. By involving staff members in consultancy projects, the faculty members enhances their expertise, enriches their teaching and research experiences, fosters career development, and cultivates strategic partnerships with external entities.

1.5. Academic staff members are granted the flexibility to undertake consultancy activities throughout the academic year, subject to approval from the competent authority at GTU that does not hamper their academic engagements. This provision underscores the institution's commitment to supporting and facilitating staff engagement in consultancy work.

1.6. The scope of consultancy services offered by GTU encompasses a wide range of activities, spanning feasibility studies, technology assessments, manpower audits, product design, software development, market research, and many more. This comprehensive approach underscores the university's versatility and capacity to address diverse client needs.

2. **Definition of Terminology**

2.1 Definitions

2.1.1. Client: An individual or an organization using university services (which is not affiliated with the University.)

2.1.2. Consultancy Work: Consultancy is a professional service provided by University to clients for financial charges.

2.1.3. Research Collaboration and Consultancy Committee (RCCC): This committee is the apex and governing body for all consultancy work. All the final decisions including administrative, monetary, etc. will be governed by the Research Collaboration and Consultancy Committee (RCCC). The organization of the committee is as per Annexure-II

2.1.4. Consultant: An entity, who is not an employee of University who intended to work with the University for the Consultancy project by bringing the work under the eclipse of University.

2.1.5. Project coordinator: The coordinator of the consultancy work who is employee of the University or external expert (appointed by the university who is employee at an affiliated

Institute).

2.1.7. **Consultancy Project Type:**

The consultancy work may be either:

2.1.7.1. **Type-1:** Addressed to utilize only the knowledge based service (i.e. advisory services, man power training, value added program, skill enhancement program, etc.) of University / Institute functionary / Specific Faculty / Expert and does not include the use of laboratory components.

2.1.7.2. **Type-2:** Addressed to utilize Laboratory/Laboratories of University/Institute along with or without the utilization of knowledge based service.

2.1.8. **Consultancy Category:**

2.1.8.1. **Category A:** Addresses the work that has been proposed by the Faculty / Staff of University.

2.1.8.2. **Category B:** Addresses the work that has been directly proposed to the University through the client / external entity (not an employee of University) / outside organization / consultant(s).

2.2 **Scope:**

2.2.1 Scope of the consultancy work for the University should fall under the faculties or courses offered by the University.

2.2.2 Consultancy work would be an additional responsibility of the university employee, and would involve extra work. Therefore, the part of the revenue generated by consultancy will be paid to the university as per the terms and conditions mentioned in this policy.

3. **Administration of Consultancy Services:**

3.1. **General Guidelines:**

3.1.1. The Research Collaboration and Consultancy Committee (RCCC) shall be the nodal office for all the consultancy projects in the university.

3.1.2. The respective School/Department of GTU shall maintain all the financial and other concerned records pertaining to the projects. Each projects shall bear the Consultancy Project Identification Number (CPIN) issued by the respective institute (e.g. GTU/GPERI/Civil- 01) after the initiation of a project. The reports and necessary details like invoice etc. will be prepared by the coordinator of the respective consultancy project and sent to the client. The project coordinator has to maintain all documents after completion of project at the School/Department level.

3.1.3. Consultancy assignments may be taken up and implemented within the constraints indicated in the policy provided they do not have any adverse impact on the ongoing academic, research and related activities.

3.1.4. Each consultancy project shall have a Project coordinator. Project coordinator will be responsible for completion of consultancy work.

3.1.5. This policy does not apply to those activities, paid or unpaid, which are in continuance of scholarship or general dissemination of knowledge, such as:

3.1.5.1. Authorship or royalties from the publication of books and research papers.

3.1.5.2. Service provided to public sector or charitable committees.

3.1.5.3. Funded/Non-funded research projects (major or minor etc.) and research grants.

3.1.5.4. Lecture tours and conference presentations or attending any seminar conference etc.

3.1.5.5. Editorship of academic journals or the publication of academic articles

3.1.6. No faculty/staff of the university will be permitted to undertake private consultancy without the prior intimation approval to of the competent authority.

3.2 Mode of Acceptance of Consultancy Work for the Consultancy under Category-A & Category-B:

3.2.1 For the consultancy A Type – I (For amount less than Rs. 5, 00,000/-):

3.2.1.1 The project coordinator in consultation with the Director/Principal of institute will decide the rate/fee of the consultancy work and quote the rate to the party against such inquiry.

3.2.2 For the consultancy A Type -II (For amount more than Rs. 5, 00,000/-):

3.2.2.1 The project coordinator shall submit the proposal for any consultancy project to the RCCC through Director/Principal/Head of concerned department.

3.2.2.2 The final resolution of RCCC meeting shall be conveyed to the project coordinator.

3.2.3 For the consultancy B type: (For utilization of laboratory component with or without using knowledge based service):

3.2.3.1 The Director/Principal of Institute will finalize the rates/schedule for usage of laboratories etc. for conducting various types of testing.

3.2.3.2 The approved rate of testing as mentioned is applicable based on quantum of work.

3.2.4 In addition to these consultancy rules, the department/school/institution may adopt mutually agreed terms for taking up consultancy work after the same is approved by Director/ Principal/ Head of respective department.

3.3 Involvement of Members in the consultancy work:

For any consultancy work, project coordinator can use the services of following with the prior approval of Director/Principal/ Head of respective department as:

3.3.1 The service of permanent and/or contractual employees of the university may be utilized for the execution of the consultancy projects provided it does not affect their primary functions and responsibilities to the Department/ School/ College/Section.

3.3.2 Project specific services of the Consultants/Consultancy from outside the institute may be sought subject to the confirmation by the project coordinator.

3.3.3 In case, if the project is received from external agency and the relevant experience and expertise is not available at the University Schools/Constituent College; an expert may be appointed as a Project Coordinator from any affiliated institutes of the University.

3.3.4 The services of external consultant(s) that include Experts from other institutes, retired faculty/research scientists or relevant field expert may be utilized to provide comprehensive services to clients. Such external consultants may be entitled to a lump sum consultant fees which may be fixed after taking into account essential expenditure directly related to the assignment.

3.3.5 The involvement of students on consultancy projects should be only when it advances their education / knowledge. Other consideration would be as follows:

3.3.5.1 Such engagement would not provide any privileges to students in terms of attendance, assignment submissions, internal or external exam.

3.3.5.2 Monetary benefits may be offered to students based on the decision of project coordinator.

3.3.5.3 Students may be informed that by declining or accepting to participate in a project, there will not be any adverse or favorable impact on their educational prospects.

3.3.6 If any the project coordinator leaves the university for any reason, there will be no effect on ongoing consultancy assignments and it is mandatory for project co-coordinator to complete the consultancy assignment as per predefined time line. If project co-coordinator is not able to carry out consultancy assignment because of unavoidable reasons, the Director/Principal/Head of respective department/school/institution of the university will appoint any other member as a project coordinator to complete the ongoing consultancy assignment within specified time line with the approval of the Honorable Vice-Chancellor.

3.4 Duration of consultancy work and special consultancy leave:

3.4.1 Staff involved in the consultancy work may entitled for leave as per UGC norms with prior permission of Director/Principal/ Head of Department.

3.5 Conflict of Interest

3.5.1 Engagement in consultancies must not create any conflict of interest, perceived or actual.

3.5.2 Any disputes arising out of the project shall be amicably settled by both the Project coordinator and the Client.

3.5.3 For unresolved dispute or any conflict of interest, actual or perceived, must be reported to the Director/Head of Department /Principal and if required then it may be conveyed to the RCCC for the resolution.

3.5.4 The terms and conditions will apply to all projects taken up by the university, unless otherwise mutually agreed to in separate document.

3.6 Intellectual Property Rights:

3.6.1 All the rights pertaining to any intellectual property generated / created / invented in the due course of the consultancy project will become the property of the university. However, based on the type and nature of consultancy work, if any consultant is to be involved, in that case, the right pertaining to the intellectual property will be either jointly or exclusively for individual party, and the same is required to be mentioned clearly in final terms and conditions of the agreement.

3.6.2 Any test or consultancy report given by the Project Coordinator will be based on work performed according to available standards and / or relevant literature. This report will not be construed as legal document certificate or endorsement and may not be used for marketing of the products or processes, without obtaining prior consent from the university.

3.6.3 The university reserves the right to retain one copy of the report and use the results of the project for its internal teaching and research purposes.

3.6.4 Due care will be taken by the university for maintaining confidentiality and discretion regarding confidentiality information received from the client.

3.6.5 All work undertaken by the institute University as part of the project will be in good faith and based on material/ data / other relevant information received from the client.

3.7 Other conditions:

3.7.1 Every effort will be made to complete the specified work according to the planned time schedule. However, the Project Coordinator will not be held responsible for delays caused beyond its reasonable control.

3.7.2 The project work may be terminated by either party in case of certain unfavorable circumstances. However, both parties will meet any residual obligation in connection with the project. The institute 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 of the institute shall be limited to the funds received for the project.

4. Financial guidelines:

4.1. Payment guidelines

4.1.1. All the payments for consultancy projects shall be in the name of the University through DD, A/C payee cheque or electronic transfer, the details for which are as mentioned below:

Account Name: Gujarat Technological University

Bank Name: SBI Branch Name: IIT Gandhinagar, Chandkheda
Account Number: 30867982511 IFSC Code: SBIN0011770

4.1.2. The charges for any assignment are normally payable as per terms and conditions mentioned in agreement. The schedule of installments will be decided by the mutual consent of the involved parties.

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

4.2 Sharing of gross revenues/fees:

4.2.1. Sharing of gross revenues/fees will be done on the basis of the below mentioned tables.

4.2.2. At the time of sharing of revenue, Ex-project coordinator or any other Ex-team member, who has/have contributed, and left due to certain reason(s) from the consultancy project, must be considered in the revenue sharing as per the quantum of the work contributed by him/her towards the completion of the project.

Table-1 (a): Sharing of Gross Revenues/Fees (after excluding applicable taxes and related expenditure) for Type – 1 Consultancy work

30 %	Gujarat Technological University towards Development funds.
62%	To distribute among working project team members (To be decided by project coordinator in consultation with Director/Principal/Head of Department).
5%	GTU Administrative Staff, as decided by Director/Principal/Head of Department.
3%	Director/Principal of Institute of GTU
100%	Total

Table-1 (b): Sharing of Gross Revenues/Fees (after excluding applicable taxes and related expenditure) for Type – 1 Consultancy work (in case of Skill Enhancement Program/ Value Added services at the premises of collaborative agency)

30 %	Gujarat Technological University towards Development funds.
37%	GTU Faculty/Staff involved in the consultancy work
5%	GTU Administrative Staff, as decided by Director/Principal/Head of Department.
3%	Director/Principal of Institute of GTU
25%	Agency involved in the consultancy work (if any) otherwise towards GTU Faculty/Staff involved in the consultancy work
100%	Total

Table-1 (c): Sharing of Gross Revenues/Fees (after excluding applicable taxes) for Type – 2 Consultancy work

50 %	30 %	GTU towards Development funds.
	20 %	GTU for Corpus fund
42 %	Project coordinator of consultancy work and project team members those who are involved in the project including Lab assistant / laboratory technicians, admin assistant, etc.	
5%	GTU administrative Staff, as decided by Director/Principal of concerned institute.	
3%	Director/Principal of Institute of GTU	
100%	Total	

4.3 Disbursement of Funds by University

4.3.1 University will disburse all the funds to all concerned according to the distribution policy after completion of project.

4.3.2 In case of fund disbursement to a Project Team; the respective Project coordinator will provide the proportion of disbursement as per the policy. The Project coordinator should propose the proportion of disbursement to the staff members based on the involvement, commitment and dedication in the consultancy project. The University will distribute the same amongst staff members based on suggested proportion by the Project coordinator.

4.3.3 University must disburse the funds to all involved on a consultancy project in Indian National Rupees (INR) only. In case of disbursement of fund for International Consultancy assignment, the University will consider the currency exchange rate of the date when the client has made the payment to the university.

Note:

For all matters not covered in this document, as a general principle and not fit to the provisions of policy will be directed to RCCC and the decision of Chairperson of RCCC i.e. Hon'ble Vice Chancellor or his/her nominee will be final and has to be abided by all the stakeholders.

5. References:

1. IIT Bombay: Different types of forms for application and etc.;
2. IIT BHU: General and financial Guidelines, Committee format, Distribution of consultancy earnings and etc.
3. MNIT Jaipur: General Instructions, Consultancy Leaves information, Conflict of interest and etc.
4. Lucknow University: Definition and scope of consultancy work and etc.
5. K L Education Foundation: Conflict of interest and etc.
6. IIT Roorkee: Consultancy policy
7. IIT Indore: Document from Office of Dean Research & Development
8. IIM Ranchi: Consultancy and MDP Policy
9. University of Glasgow, Scotland: Consultancy Policy

Annexure-I

Performa of Agreement

Agreement
Between
Gujarat Technological University, Ahmedabad, India and
(Client)

The (Client) and Gujarat Technological University (GTU) have expressed the will and agreed to establish direct relationship aimed to carry out Consultancy Assignment. Proposed duration of consultancy assignment is of ____ months/years and the proposed consultancy fee is ____________________. The terms and conditions of the consultancy assignment are abiding to both the parties mentioned here in this agreement.

Terms and Conditions of Consultancy Agreement:

1. In all consultancy assignments, the client has to make payment in installments. The schedule of installments will be decided by the mutual consent of the involved parties.
2. Preferably minimum 30% advance of amount need to be paid by the client at the time of signing agreement.
3. The charges, once finalized, will not be negotiable. However, if the scope is altered, a fresh estimate may be considered.
4. Client has to make all the payments to Gujarat Technological University only.
5. It is desirable that Preliminary Diagnostic Discussions / Site Visits, leading to the generation of consultancy proposals may be charged from the consultancy fee to bear travelling, lodging, boarding, etc. expenses of the project coordinator with team (if needed) for this work.
6. GTU shall be the owner of all invention(s) including software, designs, models and integrated circuit layouts created by teams of GTU and non-GTU personnel, associated with any activity of GTU.
7. As a policy, the jurisdiction for all legal matters related to the agreements signed will be Ahmedabad and shall be governed by appropriate laws in Gujarat.
8. For all matters not covered here, as a general principle, Honorable Vice Chancellor of Gujarat Technological University may be approached for consideration on case to case basis, and his/her judgement will be considered as final decision.
9. After successful completion of Consultancy Assignment, a short report (including outcomes) must be submitted by Project coordinator to the client.

Signature: Name: Designation: Date:	Signature: Name: Designation: Date:

Approved testing rate:

1. Rate for various Testing service provided by the department of Civil Engg, GPERI, Approved by FC as item No.-11 dated 10/03/2022 with Ref. No.: GTU/FC_March_MOM_2022/2022/1813
2. Testing rate for GTU sophisticated instrumentation facilities available at SAST-GTU, as approved by RCC as item-02 of MoM dated- 08/08/2022 with Ref. No. GTU/RCC/2022/MOM/1021
3. Revised Price list of Public testing laboratory approved by FC as item no. -8 dated 14/03/2023 with Ref. No.: GTU/FC_March_MOM_2023_03/Ro-22

25/6/24

Registrar

To,

1. All the Directors/Principal of the University Schools & Constituent College with a request to kindly disseminate the information amongst Faculty members

Annexure- II

Research Collaboration and Consultancy Committee (RCCC) Gujarat Technological University, Ahmedabad		
1	Chairperson of RCCC	Hon'ble Vice Chancellor, GTU
2	Member(s)	Directors of all University Schools
3	Member	Principal of Constituent College
4	Member	Registrar, GTU
5	Member	Director, RDC, GTU
6	Member	University Consultancy Coordinator
7	Member	Research Coordinator (Asst. Director, RDC), GTU