SANT LONGOAL INSTITUTE OF ENGINEERING & TECHNOLOGY (SLIET)
(DEEMED UNIVERSITY)

DRAFT CONSULTANCY RULES AND PROCEDURE

1. TITLE:

These Rules and Procedures may be called the "Industrial Consultancy Rules and Procedures".

2. OBJECTIVES OF CONSULTANCY WORK:

The objectives of undertaking Consultancy Work by the faculty/staff members and the Director are to promote interaction between the Institute and industrial/commercial/government agencies for design, development and transfer of technology with a view to make available the specialized facilities and expertise of the Institute and its faculty/staff members and the Director for the industrial development of the nation and to provide an opportunity to the faculty/staff members to enrich their knowledge and experience in solving professional problems.

3. TERMINOLOGY:

In these Rules and Procedures, the terms defined are used in the sense as explained here:-

(a) Consultancy Work is the professional service rendered by a Consultant for clients on a fee basis.

(b) A Consultant is faculty/staff member of a Department/Centre, or Director, who performs specified Professional Services for Clients on a fee basis.

(c) A Client is any individual or organization needing professional services from the Institute. The organizations include various governmental agencies and autonomous undertakings and industrial, commercial and developmental organizations.

(d) Consultancy Fee is the sum of money paid to the Consultant by the Client for professional services rendered. It is usually determined in advance by agreement between the Client and the Consultant.

(e) A Consultancy Contract states the terms and conditions governing the Consultancy Work. It outlines the Professional services to the performed. The fees to be, and the conditions under which then work will be carried out. It may be a formal contract prepared in legal form, or a simple letter contract.

(f) A Retainer ship is an arrangement in which the Consultant is ready to serve the Client upon call for a fixed payment either on a monthly or an annual basis.

(g) Director means the Director of the Sant Longowal Institute of Engineering & Technology, Longowal, Sangrur.

(h) Institute means the Sant Longowal Institute of Engineering & Technology, Longowal, Sangrur.

(i) Centre means sponsored Research and Industrial Consultancy Centre of the Institute.

4. SCOPE OF CONSULTANCY WORK.

The Consultancy work that may be undertaken by the Institute may be in the following areas:-

i) Investigational and developmental testing using standard test procedures ;

ii) Non-standard developmental testing with special procedures to stimulate service conditions, wear and corrosion testing, etc.

iii) On-Site investigations and testing involving structural integrity testing, design-vetting, trouble-shooting of material, product or equipment-failures, fire and explosion investigations and environmental hygiene investigations;

iv) Testing of equipment, apparatus, or complete plants ;

v) Design of machines, devices or projects ;

vi) Development of new improved materials, products or processes ;

vii) Analysis of records of performance of operating or newly-completed projects ; and

viii) Other services including technical and feasibility surveys, technology transfer, health and safety at work, training etc.

The following categories of work will not be treated as Consultancy Work and the full payment received for such work may be retained by the person(s) doing the work (no share need be paid to the Institute):

i) Special lectures delivered outside the Institute ;

ii) Short-term courses conducted inside or outside the Institute ;

iii) Royalty from publication of books ;

iv) Individually-held patents ;

v) Attendance of Selection Committee/Expert Committees/Board of Studies or Examinations meetings, etc. ; and

vi) Consultancy Work done during periods of E.O.L. without pay.

5. TYPES OF CONSULTANCY WORK

Type I Consultancy: This primarily involves brain-work or skill without the use of the Institute's facilities (such as equipment, instruments, workshop, etc.), or the assistance of the Institute's technical and supporting staff (like mechanics, clerks, etc.) during the normal Institute working hours. This type of Consultancy Work may also include services of a counseling and advisory nature, provided it does not involve appearance before courts, commissions, etc.. The Consultant may take the assistance of external expert(s)/staff on special employment or of students, if necessary

Type-II Consultancy: This involves the use of the Institute's facilities including manpower, In addition to brain work and/or skill on the part of the Consultant(s). Developmental testing is also included in this type of Consultancy work.

Type III Consultancy: This involves routine quality testing with the use of the Institute's facilities, without major involvement of the faculty. This will not include developmental testing of new products. {Normally, Consultancy work of this type will be discouraged}.

6. ACCEPTANCE OF CONSULTANCY WORK.

6.1 General:

1) Normally, Consultancy work may be undertaken by the consultant(s) in the respective fields of his/their specializations.

2) All Consultancy Work shall be undertaken with the prior knowledge and permission of the Institute and without detriment to the teaching, research and other work requirements of the Consultant(s).
3) Attempts may be made to associate research scholars, post-graduate and undergraduate students (of Final and Pre-final Year classes) in Consultancy Work to the extent as would not hamper their basic work.
4) The total remuneration received as Consultancy Fee by a Consultant in a financial year shall not exceed his gross annual salary from the Institute.
5) A Consultant shall not ordinarily be permitted to be away from the Institute for doing Consultancy Work for more than one day in a week or four working days in a month.
6) No faculty/staff member, in his individual capacity, shall enter into a Retainer ship arrangement with any Client with/without payment of fees or expenses for any length of time without a specifically defined quantum of Consultancy Work. He may, however, enter into a Retainer ship with a Client with the prior knowledge and permission of the Institute for a specific length of time and a specified Consultancy fee. The Retainer ship will be treated as Type I Consultancy for the purpose of distribution of Consultancy Fee. The Institute itself may enter into such an agreement, if considered important for national development/defence, and will then assign specific work to Consultant(s)/Consultant-in-Charge, as per rules.
7) The Consultant shall render faithful professional services to the Clients.

8) The Consultant shall not accept any trade commissions, discounts, allowances or other indirect profit in connection with any work he performs.
9) The Terms and Conditions applicable to Clients for availing Consultancy Services are as given in **APPENDIX I.**

6.2 Procedure:

1) A Consultancy Work may originate when a prospective Client contacts

   i) The Director,
   ii) The Dean,
   iii) The Head of a Department/Centre, or
   iv) a faculty/staff member.

2) When the prospective Client approaches (i) or (ii) above, the Director/Dean will identify the Department(s)/Centre(s) that are considered capable of undertaking the work.

3) When the prospective Client approaches the Head of a Department/Centre as in (iii) above, or when the proposal is referred by the Director/Dean to the Head of a Department/Centre, the Head shall place the proposal before the Departmental Administrative Committee, which, in consultation with the faculty concerned, shall recommend for nomination to the Head, an individual Consultant, or a group of Consultants with a Consultant-in-charge who may undertake the work on Type I or Type II Consultancy basis.

4) When the prospective Client approaches an individual faculty/staff member for his assistance, the individual concerned should report it to the Head of the Department/Centre who will place the proposal before the Departmental Administrative Committee. If the Consultancy work is of Type I, the individual concerned may be permitted to do the work on his own. If the Consultancy Work is of Type II, the Departmental Administrative Committee shall recommend, in consultation with the faculty/staff member concerned, other staff who may be associated with the assignment.

5) The Head of the Department/Centre or the individual Consultant shall inform the Dean/director of his ability to undertake the Consultancy Work and obtain his formal approval in principle.

6) Based on the information supplied, the Head of the Department/Centre shall indicate to the Client the acceptance or otherwise of the Consultancy Work. Where the work can be accepted, he shall convey to the Client the extent of involvement of the Institute, the Consultancy Fee to be charged and the same of the Consultant-in-Charge along with a copy of the Terms and Conditions applicable to Clients for availing Consultancy Services(given in **APPENDIX I)**

7) When the prospective Client approaches an individual faculty/staff member for his assistance, the individual Consultant shall correspond with the Client indicating the acceptance or otherwise of the Consultancy Work. Where the work can be accepted, he shall convey to the Client the Consultancy Fee to be charged along with a copy of the Terms and Conditions applicable to Clients for availing Consultancy Services (given in **APPENDIX I)**

7. **ESTIMATION OF CONSULTANCY FEE**:

7.1 For Type I & Type II Consultancy Work**.**

Appendix II gives the format for the estimation of Consultancy FEE for Type I and Type II Consultancy Work. The Consultancy Fee must be carefully estimated based on correct appraisal of the estimated expenditures under the different heads, as given below:

a) Remuneration:

i) Professional Consultancy Fee: The Professional Fee shall be shared between the Consultant(s) and the Institute as follows:-

Type I Consultancy - Consultant(s) : 70%
Institute : 30%

Type II Consultancy - Consultant(s) : 50%
Institute : 50%

The Consultant shall set time charges based on man-hours, man-days or man-months of time expended for the various members of the staff involved. The time rate may be taken as about three times the hourly or daily salary of the faculty/staff member involved. Higher rates may be charged for expert advice and other work involving an extremely high level of knowledge and professional skill.

The Professional Consultancy Fee for Type I, and Type II Consultancy may be calculated on a per-day basis as follows:-

For Type I Consultancy : 5 to 6 times the gross salary of faculty/staff Per day.

For Type II Consultancy : 6 to 7 times the gross salary of faculty/staff per day.

ii) Remuneration to technical and supporting staff of the Department/Centre directly involved in the work at overtime allowance rates for hours of involvement.

iii) Remuneration to external expert(s) staff on special employment: External expert(s)/staff refers to expert(s)/staff outside the Department(s)Centre(s) in which the Consultancy Work is to be carried out.

iv) Remuneration to students, if involved as a lump sum charge to be arrived at by mutual agreement.

b) Cost of Equipment and Materials:

i) Cost of equipment/expendable spares/accessories to be purchased specifically for the Consultancy Work, plus 5% for purchase expenses, where the same are not supplied by the Client at the place of work.

ii) Cost of consumable materials that will be consumed from the Department/Centre.

iii) Cost of consumable materials that will be bought from outside source(s) specifically for the consultancy work, plus 10% where the same are not supplied by the Client at the place of work.

iv) Cost of utilization of costly, specialized equipment in the Institute.

c) Charges for External Facilities:
(other than computational facilities)

External facilities refers to facilities outside the Department(s) in which the Consultancy Work is to be carried out.

d) Computational Charges:

These may be based on the charges for software development and hardware utilization, either at the Institute or outside.

e) Other Expenses:

i) Travel Expenses: These may be estimated on the basis of the mode of travel and a rate of daily allowance as may be mutually settled between the Consultant and the Client. They need not be related to the Institute rates applicable to a person of the status of the faculty/staff member concerned. Alternatively, in lieu of daily allowance, an out-station fee of Rs.2000/- per day of absence from the Institute with free hospitality may be charged to the Client. The charges shall be directly payable to the faculty/staff member by the Client or an estimated amount may be included along with the other charges for this purpose.

ii) Cost of secretarial services and preparation of reports:

This may include the charges for typing, drafting, blueprinting, duplication and binding of the reports of the results of the Consultancy Work.

iii) Miscellaneous costs: These may be taken as 5% of the total estimated expenditure, to meet unforeseen expenses in the operation of the Consultancy assignment.

f) Overhead Costs:

These costs form 10% of the gross Consultancy Fee. They may be estimated as 11% of the total estimated expenditure.

7.2 For type III Consultancy Work:

Type III Consultancy Fee may be estimated on the basis of flat approved rates, evolved by the Department(s)/centre(s) for specified routine tests. There shall be no Overhead Costs for Type III Consultancy Work.

8) **APPROVAL OF CONSULTANCY WORK**:

1) In response to the letter from the Head of the Department/Centre, or the individual Consultant (Vide Section 6.2, Para 6 & 7), the Client shall communicate, in writing , to the Consultant-in-Charge/Consultant accepting the stated terms and conditions.

2) The Consultant-in-Charge/Consultant shall obtain the permission of the Dean/Director to undertake the Consultancy Work by filling in and sending, in duplicate, Form B-Approval for Consultancy Work (given in **APPENDIX III)** to the Dean. To facilitate the work, no official will intake held the file for more than three working days

3) The Consultant-in-Charge/Consultant shall formally intimate to the Client the acceptance of the Consultancy Proposal.

4) The Client may enter into a formal Consultancy Contract with the Department/Centre/Institute, spelling out specific terms and conditions mutually agreed to earlier. Such an agreement shall be signed on behalf of the Institute by the Consultant-in-Charge/, the Head of the Department/Centre and the Dean/Director.

5) The Client may, thereafter, be in direct communication with the Consultant-in-Charge/Consultant till the completion of the Consultancy Work.

6) The Client shall be required to make an advance payment of 50% of the Consultancy Fee to the Institute before the Consultancy Work is initiated.

9. **CONDUCT OF CONSULTANCY WORK:**

1) The Consultancy Work shall normally become operative with effect from the date on which the advance payment of 50% of the Consultancy Fee is remitted by the Client to the Institute.

2) The conduct of the Consultancy Work shall be sole responsibility of the Consultant-in-Charge/Consultant. He shall initiate, organize, develop, coordinate and complete the Consultancy Work.

3) The Consultant-in-Charge/Consultant shall periodically provide reports on the progress of the work to the Client, as may be desired by the Client or as provided in the agreement, with copies to the Dean/Director. In case the information in the report(s) is considered classified by the Client/Consultant, a note to this effect shall be filed with the Head of Department/Centre and the Dean/Director. The reports shall be made available as soon as they are de-classified, or written permission from the Client is obtained.

10. MAINTENANCE OF RECORDS:

1) Copies of all reports submitted to the Client shall be filed in the Department/Centre in which the Consultancy work has been undertaken.

2) The Head of the concerned Department/Centre shall maintain a bound register containing the following information:-

i) Consultancy Approval Number;

ii) Title, nature & type of Consultancy Work;

iii) Name of the Client;

iv) Terms of payment; and

v) Name of the Consultant-in-Charge/Consultant.

The above records shall also be maintained in the Sponsored Research and Industrial Consultancy Centre.

3) A record of expenditure incurred in the Consultancy Work, by way of costs of equipment/expendable spares/accessories and consumable stores T.A. and D.A., computer charges, payment to external expert(s) staff on special employment, charges for using external facilities, expenses for fabrication outside the Institute, etc., shall be maintained by the Consultant-in-Charge/Consultant, with attached details of expenditure and supporting vouchers, receipts and documents (where necessary). The record of expenditure, with supporting documents, shall

be submitted by the Consultant-in-Charge/Consultant to the Dean/Director, along with the proposal for the Distribution of Consultancy Earnings **(APPENDIX IV**)

4) Unconsumed equipment/expendable spares/accessories and materials, after the termination of the Consultancy Work, shall become the property of the Institute and shall be entered in the Department/Centre Stock Register.

11. **CONTRACT AMEDNMENTS**:

1) When, during the execution of a Consultancy Contract, conditions arise that require a change in the scope of the Consultancy Work, in the schedule, in the Consultancy fee, or in respect of the Consultant-in-Charge/Consultant, the Consultant-in-Charge/Consultant shall seek an appropriate amendment or modification of the Contract and obtain from the Client a formal document or a letter of agreement to this effect.

2) In case the individual Consultant, after accepting the Consultancy work, is unable to execute the same due to unavoidable circumstances, he may terminate the Contract by written intimation to the Client, with a copy to the Dean/Director. The consultant may also, in exceptional cases, entrust the work to another faculty/staff member who in his opinion, is capable of discharging the obligations, provided the obtains prior written approval of the Client to this effect.

3) In case the Consultant-in-Charge, nominated by the Departmental Administrative Committee after accepting the Consultancy Work, is unable to execute the same due to unavoidable circumstances, he shall inform the same, in writing, to the Head of Department/Centre. The Head shall, in consultation with the Departmental Administrative Committee, nominate another Consultant-in-Charge and then inform the Client of the change with a copy to the Dean.

4) In case additional expenses, which could not be foreseen while estimating the Consultancy Fee, be incurred by the time the Consultancy Work is completed, the Consultant shall obtain the

approval, in writing, of the Client to modify the original Consultancy Fee charged.

12. TERMINATION OF CONSULTANCY WORK:

1) The Consultant-in-Charge/Consultant shall ensure that the Consultancy Contract is executed on time and that the results of the investigation are communicated to the Client. He shall also request the Client to remit to the Institute, the balance installment of payment on the completion of the Consultancy Work.

2) In case, after the completion of a Consultancy Work, the work is to be continued further, fresh proposals shall have to be made by the Client and accepted by the Institute.

3) No data results, reports, inventions, etc., shall be published or disclosed, either directly or indirectly, by the Consultant-in-In charge/Consultant to any other party, either during or after the termination of the Consultancy Work, without obtaining the prior written permission of the Client.

13. **DISTRIBUTION OF CONSULTANCY EARNINGS:**

1) The Consultant-in-Charge/Consultant shall submit to the Dean/Director, the "Proposal for Distribution of Consultancy Earnings" (given in **APPENDIX IV),** in triplicate, along with the details of expenditures and supporting vouchers, receipts and documents (where necessary).

2) The Professional Consultancy Fee shall be shared as follows:-

Type I Consultancy -	Consultant(s)	:	70%
	Institute	:	30%
Type II Consultancy -	Consultant(s)	:	50%
	Institute	:	50%

3) From the above share of the Institute, 5% of the Professional Consultancy Fee shall be earmarked for distribution to the

Administrative staff. The remaining part of the Institute's share(25% of Professional Consultancy Fee for Type I Consultancy

And 45% of Professional Consultancy Fee for type II Consultancy) shall be credited to the Institute Development Fund Account.

4) For Type III Consultancy Work, the gross Consultancy Fee received shall be shared as follows:-

Non-faculty(technical/supporting) staff: 50%

Institute : 50%

5) The Institute's share from Type III Consultancy earning shall be fully credited to the Institute Development Fund Account.

6) Remuneration to technical/supporting staff, external expert(s) staff and students (if involved) shall be disbursed by the Institute to the persons concerned, as certified by the Consultant-in-Charge/Consultant.

7) Cost of consumable materials consumed from the Department(s)/Centre(s) stock, as well as the charges for utilization of costly, specialized equipment inside the Institute, shall be credited to the operating grant(s) of the concerned Department(s)/Centre(s).

8) Charges for using external facilities, other than computational facilities inside the Institute, shall be credited to operating grant(s) of the concerned department(s)/Centre(s).

9) Charges for using external facilities, other than computational facilities, outside the Institute, shall be remitted by the Institute to the organization(s) offering such facilities, as certified and supported with necessary documents, by the Consultant-in-Charge/Consultant.

10) Charges for using computational hardware facilities inside the Institute shall be credited to the operating grant of the Computer Centre. Charges for computational software development by the faculty/staff members of the Institute (including the Computer

Centre), shall be disbursed to the person(s) concerned, as certified by the Consultant-in-Charge/Consultant.

11) Charges for using computational facilities outside the institute shall remitted by the Institute to the organizations offering such facilities as certified and supported with necessary documents by the Consultant-in-Charge/Consultant.

12) Expenses on TA/DA shall be reimbursed to the Consultant-in-Charge/Consultant, on sanction from the Director/Dean at rates agreed to by the Client, where the TA/DA has not been paid directly by the Client to the Consultant(s) and where provision has been made for the same in the Consultancy Fee charged to the Client. Taxi fares shall be reimbursed as per the actual.

13) Institute Overhead costs (5% of the gross Consultancy Fee) shall be credited to the Institute Account as income. Centre/Overhead costs (5% of the gross consultancy fee) shall be accounted for separately under the Centre I/C Account in the books of accounts of the Institute.

14) There shall be no Overhead Costs for Type III Consultancy Work.

14. **PATENTS:**

Patents rights for any discovery or inventions originating from the Consultancy Work shall be negotiated with the Client for each individual case and approved by the Board of Governors of the Institute.

15. **INSTITUTE DEVELOPMENT FUND(I.D.F.):**

1) 50 per cent of the contributions from Consultancy Fees in the IDF shall be earmarked for providing additional grants to Departments/Centres for strengthening their research facilities in proportion to their contributions from the Consultancy Fee to the I.D.F. .

2) The remaining 50 per cent or the contributions from Consultancy Fees in the IDF may be utilized for:

i) Supporting research in new emerging areas of scientific endeavour ;

ii) augmenting the Institute Central Services and facilities according to special needs; and

iii) Transferring 5 per cent of the contributions in the IDF to the Centre I/c Account every year.

16. **RECRUITMENT OF STAFF:**

When necessary, staff may be recruited and employed for the execution of Consultancy Work. The terms and conditions governing the recruitment and employment of staff for Consultancy Work shall be the same as given in the "Recruitment Rules, Procedures and Service Conditions for Sponsored Research Project Staff".

APPENDIX-I

TERMS AND CONDITIONS APPLICABLE TO CLIENTS FOR AVAILING CONSULTANCY SERVICES

The Longowal Institute of Engineering & Technology(hereinafter referred to as the 'Institute') offers, through its faculty/staff of different Departments and Centres, Central facilities, and Director, limited consultancy services for utilization by Clients who may be individuals, governmental agencies and autonomous undertakings and industrial, commercial and developmental organizations. The terms and conditions given hereunder form the only basis for the acceptance of such Consultancy work by the Institute.

TERMS AND CONDITIONS:

1) The Institute shall undertake Consultancy Work only on the written request of the Client, which may be sent to a faculty/staff member of the Institute, the Head of the Department/Centre, the Dean/Centre I/C or the Director. All Consultancy Work shall be carried out at the discretion of the Institute.

2) The Consultancy Work shall be a specific assignment to be spelt out in clear terms against the payment of a lump sum fee (Consultancy Fee).

3) In case the proposal of a Client is acceptable to the Institute, an estimate of the Consultancy Fee payable and the expected time of completion of the work shall be indicated to the Client. Such indication shall not have any legal binding or consequence.

4) A Consultancy Work shall be deemed to have been accepted by the Institute only after it has confirmed its acceptance in writing and received an acknowledgement thereto in writing by the Client.

5) A Consultancy proposal accepted by the Institute should clearly specify the scope and extent of involvement of the Institute and the Client (if necessary), the schedule of completion of the work, the type and frequency of reports to be submitted and the consultancy fee charged. Commission of errors,

omissions, typographical or printing mistakes, if any, shall not be binding on the Institute.

6) The Client may enter into a Contract which may be prepared either in legal form or as a simple letter contract which shall be signed by the Consultant-in-Charge/Consultant, Head of the Department/Centre and the Dean/Centre I/c/Director, laying down specific terms and conditions mutually agreed to earlier.

7) The Client shall be required to make an advance payment of 50 per cent of the Consultancy Fee before the work is initiated on the assignment, through a Bank Draft payable to the Sant Longowal Institute of Engineering & Technology or by cash in the Cash Section of the Institute after obtaining the Approval Number from the Sponsored Research & Industrial Consultancy Centre. The remaining 50 per cent of fee shall be due and payable upon the completion of the consultancy work and presentation of the final report.

8) In the case of continuing/long-term Consultancy Work, the mode of payment of the Consultancy fee at definite performance stage shall be specified by mutual agreement between the Institute and the Client.

9) After the Consultancy Work is initiated at the Institute, the Client may directly communicate with the Consultant-in-Charge/Consultant till the completion of the work.

10) The Client shall furnish all pertinent information, data, plans, records, specifications and drawings which may be of assistance to the Consultant(s)

11) The Client may be required to make available to the Institute equipment, accessories, components, materials, etc., as may be necessary and indicated from time to time, at the location specified at the Client's own expense and risk. He may render assistance, when required, for procuring equipment, spares and accessories from abroad, when necessary.

12) The Client shall afford all facilities and cooperation that may be necessary for any work required to be undertaken at the Client's premises.

13) The Client shall accept the Consultant as a professional advisor and extend to him the respect and confidence warranted in such a relationship.

14) The Client should inform the Consultant as early and as accurately as possible of any changes which may affect the Consultancy Work.

15) The Client shall not have any right or entitlement to witness the Consultancy Work under execution at the Institute, either directly by himself or indirectly by his agent(s). The Client, may, however, nominate an officer who may act as a coordinator on behalf of the Client. All expenses incurred in connection with the travel and accommodation of the officer shall be borne by the Client.

16) The Institute shall not be legally bound to disclose to the Client the break-up of the estimated fee indicated for a Consultancy Work.

17) The client shall bear all expenditure on travel, boarding and lodging of the Consultant(s) according to terms that may be mutually settled between the client and the consultant-in-Charge/Consultant. The travel expenses borne by the Client need not be related to the Institute rates applicable to a person of the status of the faculty/staff member concerned. Alternatively, in lieu of daily allowance, an out-station fee of Rs.2000/-- per day of absence from the Institute with free hospitality shall be paid by the Client. The travel expenses shall be directly payable to the faculty/staff member by the Client, or an estimated amount may be included along with the other charges for this purpose.

18) The Institute and its staff shall not be responsible for any damage that may be caused to the property/plant/materials, etc., of the Client during the execution of the Consultancy Work.

19) The Institute disowns any liability whatsoever on account of failure of the Consultancy Work to achieve the desired results.

20) The Institute reserves the right to suitably amend or modify the original Consultancy Contract when, during the execution of the Contract, unforeseen conditions arise that require a change in the scope of the Consultancy Work, in the schedule, in the Consultancy Fee charged to the Client, or in respect of the Consultant-in-Charge/Consultant.

21) The Client shall be responsible for the collection of loaned equipment, spares and accessories, etc., placed at the disposal of the Consultant-in-Charge/Consultant within a period of one month of the completion of the Consultancy Work. The collection of the such material by the client or its agent from the Institute premises shall be subject to the Institute administrative rules in force. The agent shall produce the necessary letter of authority from the Client for the collection of such material from the Institute.

    Equipment, expendable spares, accessories, materials, etc., purchased from the Consultancy Fee shall be the property of the Institute.

22) In case, for any reason(s) which should be clearly specified, a Consultancy Contract requires to be terminated, the Client shall give 30 days notice to the Consultant-in-Charge/Consultant, with a copy to the Dean/Centre I/c. All expenses incurred and commitments made before the notice of termination shall be payable by the Client.
23) In case, after the completion of a Consultancy Work, the work is to be continued further, fresh proposals shall have to be made by the Client and accepted by the Institute.
24) All data, results, reports, inventions, etc., from the Consultancy Work shall be made available to the Client and shall not be published or disclosed, directly or indirectly, by the Institute or its staff to any other party, either during the contract period or thereafter, without the prior written permission of the Client.
25) Patent rights for any discovery or invention originating from the Consultancy Work shall be negotiated with the Client for each individual case and approved by the Board of Governors of the Institute.

26) Any dispute or difference arising out of the Consultancy Work shall be mutually resolved between the parties. Failing to settle such a dispute by negotiations, it shall be resolved by conciliation or arbitration.

APPENDIX-II

Form A.1

ESTIMATION OF CONSULTANCY FEE

Type I Consultancy

(To be sent to the Dean/Director in duplicate)

Date:

1) Title of Consultancy Work

2) Name of the Client

3) Remuneration

3.1 Professional Consultancy Fee

3.2 Remuneration to external Expert(s)/staff if involved

3.3. Remuneration to students, If involved.

Total Remuneration

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4) Charges for using external facilities other than computer

5) Computational charges

6) Other expenses

6.1 Travel Expenses

6.2 Cost of secretarial Services, drafting & & preparation of reports

6.3 Miscellaneous costs

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7) Total Estimated Expenditure(E)

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8) Overhead costs(11% of E)

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9) Gross Consultancy Fee (G)
To be charged (G= 1.11 E)

Head of Department/Centre Consultant/Consultant-in-Charge.

To,

Dean/Director

APPENDIX-II (Contd.)

Form A.2

ESTIMATION OF CONSULTANCY FEE

Type II Consultancy

(To be sent to the Dean/Director in duplicate)

Date:

1. Title of Consultancy Work

2. Name of the Client

3. Remuneration

   3.1 Professional Consultancy Fee

   3.2 Remuneration to technical/ supporting staff directly involved

   3.3 Remuneration to external expert(s)/staff if involved

   3.4 Remuneration to students, if involved.

Total Remuneration

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4. Cost of Equipment & Materials

   4.1 Equipment/spares/accessories To be purchased

   4.2 Consumable materials from Deptt./Centre stocks

4.3 Consumable materials bought
From outside.

4.4 Utilization of costly equipment.

5.) Charges for using external facilities other than Computer

6.) Computational Charges

7) Other expenses

7.1 Travel expenses

7.2 Cost of secretarial services
And preparation of reports

7.3 Miscellaneous costs

8.) Total estimated Expenditure(E)

9.) Overhead Costs (11% of E)

10.) Gross Consultancy Fee (G)
To be charged (G= 1.11 E)

Head of Department
Centre

Consultant-in-Charge/
Consultant.

To

Dean/Director.

APPENDIX-III

Form B

APPROVAL FOR CONSULTANCY WORK

(To be sent to the Dean/ Director in triplicate along with the original request from the Client.)

Date:

1. Title of Consultancy

2. Name of the Client

3. Name of Consultant-in-Charge/Consultant

4. Type of Consultancy Work : Type I/ Type II*

5. Nature of Consultancy Work
(Please submit as an Annexure)

6. Type of Client : Govt. Agency/Autonomous Agency/ Industry/Commerce/Developmental Organization/Individual*

7. Total Consultancy Fee charged

8. Probable dates of commencement

And completion of the work

9. Name(s) of other Consultant(s)
If any, with designation(s)

_____

_____

10. Whether the necessary expertise and facilities available are : Interdepartmental/ Interdepartmental*

11. If Interdepartmental, name(s)
Of other Department (s) Centre(s)

_____

_____

_____

12. Whether Departmental Administrative Committee has been Informed in the case of individual Consultancy/has approved group of Consultants In the case of group Consultancy: : Yes/No*

*Strike out that which is not applicable.

Head of Department/
Centre

Consultant-in-Charge/
Consultant

To

Dean/Director

APPENDIX – IV
Form C.1

PROPOSAL FOR DISTRIBUTION OF CONSULTANCY EARNINGS.

Type I Consultancy

(To be sent to the Dean/Director in triplicate)

1. Title of Consultancy Work

2. Name of the Client

3. Consultancy Approval No. & Date

4. Receipt No. & Date and Gross Consultancy Fee received (A)

5. Less Bank Commission, if any.

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6. Net Consultancy fee Available for distribution(B)

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7. Cost related to and chargeable To Consultancy Work.

7.1 Overhead Costs:
SLIET (5% of A):
(5% of A) :

7.2 Charges for using External facilities (other than computer):

7.3 Computational charges

7.4 Cost of external expert(s)/staff Employment (if any)

7.5 Cost of student Employment (if any)

7.6 Travel expenses

7.7 Cost of secretarial Services/preparation of Reports.

7.8 Miscellaneous costs

Total Cost©

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8. Net amount available for Distribution between Consultant(s) share 70% of D; (D =B-C)

9. Consultant(s) share (30% of D)

i) Remuneration to Adm. Staff (5% of D)

ii) Contribution to IDF (25% of D)

Head of the Deptt/Centre

Consultant-in-charge/ Consultant

To

Dean/Director

APPENDIX – IV(Contd)
Form C.2

PROPOSAL FOR DISTRIBUTION OF CONSULTANCY EARNINGS

Type II Consultancy

(To be submitted to the Dean/Director in triplicate)

Date:

1. Title of Consultancy Work

2. Name of the Client

3. Consultancy Approval No. & Date

4. Receipt No. & Date & Gross
   Consultancy Fee received (A)

5. Less Bank Commission, if any

---

6. Net Consultancy Fee available
   For distribution (B)

---

7. Costs related to and chargeable
   To Consultancy Work

   7.1 Overhead Costings :
   SLIET (5% of A)
   (5% of A)

   7.2 Cost of equipment & materials

   7.3 Charges for using external
   Facilities(other than computer)

   7.4 Computational charges

   7.5 Direct labor cost
   (technical/supporting staff employment)

7.6 Cost of external expert(s)/
Staff employment (if any)

7.7 Cost of student
Employment (if any)

7.8 Travel expenses

7.9 Cost of secretarial services/
Preparation of reports

7.10 Miscellaneous costs

Total Cost ©

---

8. Net amount available
For distribution between
Consultant (s) and Institute
(D); (D=B-C):

9. Consultant (s) share (50% of D)

10. Institute share (50% of D)

i) Remuneration to Adm.
Staff (5% of D)

ii) Contribution to IDF(45% of D)

Head of
Deptt/Centre

Consultant-in-Charge/
Consultant

To

Dean/Director