

# **DEEN DAYAL UPADHYAYA GORAKHPUR UNIVERSITY, GORAKHPUR**

## **RULES FOR CONSULTANCY SERVICES OF THE UNIVERSITY**

### **PREAMBLE**

DEEN DAYAL UPADHYAYA GORAKHPUR UNIVERSITY, GORAKHPUR (hereinafter referred to as “DDU”) is dedicated to excellence in teaching and research in consonance with the contemporary and future needs of India. In addition to offering various teaching and research Programs, DDU actively encourages its faculty members to undertake consultancy projects with industry and other similar institutions of higher learning in order to create new knowledge and widening the research profile of its faculty and staff members. This policy document, codify the processes to support these efforts.

### **CONSULTANCY NORMS**

#### **1. SCOPE OF CONSULTANCY SERVICES OFFERED**

- 1.1. Consultancy Services may be offered to needed class in areas of expertise available in DDU.
- 1.2. 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 ().
- 1.3. Consultancy services offered may cover a variety of activities including expert advice, instrumental analysis, personal and professional counseling, sample testing, management skill, economization and optimization etc.
- 1.4. All Consultancy works job need to be structured and executed in the spirit of promoting DDU–Industry Interactions, as a vehicle for augmenting current levels of excellence in teaching and research and in the process of generating funds.

#### **2. CONSULTANCY PROJECTS CATEGORIES**

- 2.1 Consultancy and related services offered will be categorized mainly as under:
  - (a) Category 1: Individual Consultancy: Consultancy solely based on the expertise of the Principal Investigator (as defined in item 3) and does not involve significant use of any institutional facilities.

- (b) Category 2: Departmental Consultancy: Consultancy that requires departmental and/or inter departmental expertise and involves the use of University infrastructure / facilities such as equipment, instrument, laboratory staff, etc.

NB: The consultancy and related services should not normally interfere with the regular teaching and research in the University.

### 3. ELIGIBILITY FOR UNDERTAKING CONSULTANCY

Consultancy and related assignments can be taken up by full-time faculty member(s) of Department(s) of DDU.

### 4. GENERAL CONSULTANCY RULES

- 4.1 Coordinator, Consultancy will co-ordinate and guide the consultation activities of the University and to take suitable administrative action to regulate and monitor such activities as per rules framed by the University in this regard. He/She may exercise such authority as may be vested in him/her by the Vice-Chancellor.
- 4.2 All consultancy assignments by faculty members should be undertaken with prior permission of Director Consultancy with a copy to the concerned Head of the Department / Director of the Institute/centre for information.
- 4.3 A faculty member may be allowed to spend normally a maximum of 20 days (This period will be treated as Duty Leave) in a year for consultancy. In special cases of consultancy beyond 20 days, Vice-Chancellor's permission may be sought.
- 4.4 The remuneration for consultancy should be received by a Cheque/Demand Draft/Online Transfer in favour of Finance Officer of the University. **Individual Faculty members/Department should not receive consultancy amount directly.**
- 4.5 GST and other taxes as applicable should be paid by the client and PI should include the same in the total cost of consultancy project. Consultancy work Performa invoice available as can be used.
- 4.6 Permissible Daily Allowance (D.A) / Travelling Allowance (T.A) are to be paid according to University rules or as per agreement with the client and PI, and it should not be included in the consultancy fees.
- 4.7 Before accepting the consultancy job, the faculty member shall obtain the approval as mentioned in 4.1 and the format for Approval for Consultancy Works can be used.

## **5. DISTRIBUTION OF CONSULTANCY FEES**

5.1. The consultancy fee shall be distributed as under:

| <b>Consultancy Categories</b>                                    | <b>PI and team members</b> | <b>University</b> |
|--|----------------------------|-------------------|
| <b>Category 1</b><br>Individual Consultancy                      | 80%                        | 20%               |
| <b>Category 2</b><br>Institutional / Departmental<br>Consultancy | 50%                        | 50%               |

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

## **6. CERTIFICATION**

DDU (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.

## **7. SUBMISSION OF FINAL REPORT**

After the completion of consultancy project, the Principal Investigator should submit the Final Report.

### **NOTE:**

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

## **STANDARD TERMS AND CONDITIONS FOR CONSULTANCY SERVICES**

**1. DECLARATION:** All works undertaken by DDU as part of the project will be in good faith and based on material / data / other relevant information given by the Client requesting for the work.

**2. PRIVACY:** Due care will be taken by DDU 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. PUBLICATIONS:** Any test or other consultancy report given by DDU 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 DDU. The DDU 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. PAYMENT:** The payment should be made through Cheque/Demand Draft (DD)/Online Transfer in favour of Finance Officer, Deen Dayal Upadhyaya Gorakhpur University, Gorakhpur. The charges will also include any applicable tax and other levies, if any, as prescribed by the State / Central Governments from time to time.

**5. LOSS OF CONTRACT:** The Consultancy Project 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.

**6. LIABILITY:** DDU 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 DDU shall be limited to the funds received for the Consultancy Project.

**7. INTELLECTUAL PROPERTY RIGHTS:** All rights pertaining to any intellectual property generated / created / invented in due course of the project, will be the joint property of DDU 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.

**8. RESOLUTION OF DISPUTES:** Any disputes arising out of the Consultancy Project shall be amicably settled by DDU 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 Gorakhpur Jurisdiction only.

**PRINCIPAL INVESTIGATOR**

**CLIENT**

Place:

Date:

**DEEN DAYAL UPADHYAYA GORAKHPUR UNIVERSITY, GORAKHPUR**

*(To be Typed on the Organization Letter Pad)*  
**LETTER FOR CONSULTANCY WORKS**

**Date:** .....

Project Title :

Organization Details :

Name of the Representative :

Designation :

Telephone: Fax:

Email :

Name of the Principal Investigator :

Designation :

Department :

Telephone: Fax:

Email :

Monetary Cost of Project :

GST and other taxes as applicable : :

Total Project Cost :

Duration of the Work :

Expected Completion Date :

Scope of the Proposed Work :

Any other Important details:

**DECLARATION:**

WE AGREE TO THE ABOVE PROPOSAL NORMS, STANDARDS AND OTHER CONDITIONS OF DEEN DAYAL UPADHYAYA GORAKHPUR UNIVERSITY, GORAKHPUR.

**Authorized Signatory of the Firm/Organization**

**Signature:** .....  
**Name:** .....  
**Designation:** .....  
**Date:** .....  
**Place:**.....

**DEEN DAYAL UPADHYAYA GORAKHPUR UNIVERSITY, GORAKHPUR**  
**PROFORMA OF FINAL REPORT OF CONSULTANCY PROJECT**

|           |   |                                  |
|-----------|---|----------------------------------|
| <b>1.</b> | Details of Principal Investigator and department            |                                  |
| <b>2.</b> | Type of consultancy project                                 | <b>Individual / Departmental</b> |
| <b>3.</b> | Organisation for which the Consultancy work was carried out |                                  |
| <b>4.</b> | Starting Date   |                                  |
| <b>5.</b> | Completion Date   |                                  |
| <b>6.</b> | Total consultancy Amount received as fee                    |                                  |

**(Signature of Principal Investigator)**