

**CONSULTANCY POLICY
OF
BHAGAT PHOOL SINGH MAHILA VISHWAVIDYALAYA
KHANPUR KALAN**

PREAMBLE

Since establishment Bhagat Phool Singh Mahila Vishwavidyalaya, Khanpur Kalan (BPAMV) is striving for excellence in academia and research to empower and emancipate women to play key role in addressing world's most crucial problems such as poverty, health, educational and environmental sustainability, and other contemporary issues. Research is an integral part of the academic programmes and BPSMV vigorously inspire its faculty, research scholars and other academic members to undertake consultancy projects and assignments for knowledge creation, updation and dissemination along with widening the research profile of the BPSMV and staff members. This policy document compress the processes to support these efforts to ensure that women gain an equal status in the area of research through pursuit of knowledge and realization of their rights and responsibilities.

CONSULTANCY RULES AND NORMS

1. SCOPE

- a. Consultancy Services may be offered to industries, service sectors, government departments\institutions, PSUs, public and private institutions, NGOs, Self Help Groups, and other national & international agencies.
- b. 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 (Annexure I).
- c. Consultancy services offered may cover a variety of activities including expert advice, data analytics and interpretation, Ayurveda based medicinal testing, instrumental analysis, hospitality and nutrition,

health and hygiene, computing facilities, gender and women related projects, Self-help groups and skill development, community and gender audit, Legal services, personal and professional counselling, etc.

- d. All consultancy assignments shall facilitate the university in furthering its objectives. The consultancy shall be encouraged only when such activities are not in conflict of interest of BPSMV. The consultancy and related services should not normally interfere with the regular teaching and research in the University.

2. CATEGORIES

Each departmental consultancy project\assignment shall be undertaken after Specific Agreement or Memorandum of Understanding (MoU) describing the details of Contract, Agreement, Standard Terms and Conditions and requires legal and expert clearance.

The individual consultancy project\assignment may be undertaken by the Principal Investigator and the client on the basis of mutual Good Faith, Standard Terms and Conditions (Annexure I) directly. The obligations and responsibilities of both parties being limited by the standard terms and conditions.

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

- a. **Category 1:** Individual Consultancy: Consultancy that solely based on the expertise of the Principal Investigator 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.

3. ELIGIBILITY

Consultancy and related assignments can be taken up by full-time faculty member(s) of Department(s), Institute(s), and Centre(s) of BPSMV. The research scholars, students, temporary faculty members may be permitted to work on consultancy assignment along with full-time principal investigator.

4. GENERAL CONSULTANCY NORMS

- a. Director - Research will co-ordinate and guide the consultation activities of the University. She/He may exercise the authority as may be vested in her/him by the Vice- Chancellor to take suitable administrative action to regulate and monitor such activities as per rules framed by the University in this regard.
- b. All consultancy assignments should be undertaken with prior permission of Director Research with a copy to the concerned Head of the Department / Director of the Institute/centre for information.(Annexure IV)
- c. 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.
- d. 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.
- e. 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. Performa Invoice for Consultancy work available as Annexure II can be used.
- f. 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.

- g. Before accepting the consultancy job, the faculty member shall obtain the approval as mentioned in 4.b and the format (Annexure III) for Approval for Consultancy Works can be used.

5. SHARING OF CONSULTANCY FEES

- a. Category 1: Individual Consultancy:

PI and team members 80 percent and University 20 percent

- b. Category 2: Departmental Consultancy:

PI and team members 40 percent and University 60 percent

The costing of the departmental consultancy shall take into account operational expenses, overheads, capital equipment's and expenditure, services and other taxes and etc.

6. CERTIFICATION

BPSMV (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 as per Annexure V.

8. For all matters not covered in this document, as a general principle, Director, Research may be approached for consideration on case to case basis. If there is any doubt about the interpretation of any clause or sub-clause of the policy, the interpretation and decision of the Vice Chancellor shall be final binding

Annexure - I

STANDARD TERMS AND CONDITIONS FOR CONSULTANCY SERVICES

1. **DECLARATION:** All personal consultancy assignments shall be on good faith and based upon material / data / other relevant information given by the Client requesting for the work.
2. **CONFIDENTIALITY:** Due care will be taken by BPSMV 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:** The consultancy report given by BPSMV 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 BPSMV.

The BPSMV 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, BPSMV will not be held responsible for delays caused beyond its reasonable control.
5. **CONFLICT OF INTEREST:** BPSMV may take up work for other Clients also in the same area, provided, to the best of the institute's knowledge, there is no conflict of interest in undertaking such projects.
6. **PAYMENT:** Unless specified otherwise, 20 % payment of consultation charges to BPMSV is to be made in advance before the start of the project /

assignment through Cheque/Demand Draft (DD)/Online Transfer in favour of Registrar, Bhagat Phool Singh Mahila Vishwavidalaya, Khanpur Kalan. The charges will also include any applicable tax and other levies, if any, as prescribed by the State / Central Governments from time to time.

Rest of the 80 % amount shall be payable after completion of the work within a week time before finalization of the report.

7. **TERMINATION:** 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.
8. **LIABILITY:** BPSMV 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 BPSMV shall be limited to the funds received for the Consultancy Project.
9. **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 PI / BPSMV 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 Consultancy Project shall be amicably settled by the BPSMV and 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 Gohana Jurisdiction only.

PRINCIPAL INVESTIGATOR

CLIENT

Place:

Date:

ANNEXURE II

PROFORMA INVOICE FOR CONSULTANCY SERVICES

Invoice From :	Bhagat Phool Singh Mahila Vishwavidalaya, Khanpur Kalan, 131 305, Sonipat, Haryana .	Proforma Invoice No.
	DATE	
	GST Reg. No.	
	PAN/TAN NO.	
Type of consultancy : Individual / Departmental :		
Invoice to :	Client Name :	
Client Details and Address :		
		Amount (Rs.)
	Sub Total	
	GST	
	Any other charges / levies	
	Net Amount	
Amount Chargeable (in words):		
Mode of payment (Kindly tick) Demand Draft\Cheque\Electronic Transfer		
Details of Demand Draft\Cheque\Electronic Transfer		
DD\UTR NO.		
Date:		
Bank details :		
IFSC Code :		

TDS and/or other taxes as applicable

Director Consultancy
For BPSMV

Principal Investigator

ANNEXURE III

PROFORMA FOR APPROVAL OF CONSULTANCY PROPOSAL
(For internal use only)

		Date:
1.	Name of the Principal Investigator (PI) and department	
2.	Type of consultancy	: Individual / Departmental
3.	Laboratory & Department(s) / Centre undertaking the work	
4.	Name of the client Organization	
5.	Date of commencement	
6.	Amount paid by the organization and Receipt No. & Date	
7.	Details of proposal	
	(i) Total consultancy fees to be collected from the organization	: Rs.
	(ii) GST	: Rs.
	(iii) Other applicable taxes and charges	: Rs.
	(iv) Expected Total expenditures (Materials and consumables to be used)	: Rs.
	(v) Balance amount (7i - 7 iv)	: Rs.
8.	Revenue sharing of consultancy fees	Amount in Rs.
		University Share
		PI Share
		Others if any 1 2

	Total	
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Enclosed :

1. Copy of signed terms and conditions (Annexure I)
2. Copy of consultancy offer letter from organization (Annexure IV)
3. Details of the expenditures for materials to be used
4. The statement on the amount to be distributed among the staff members (both teaching and non-teaching if applicable)

Director Consultancy
For BPSMV

Principal Investigator

ANNEXURE IV

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

Date:

Project Title :

Name and Address of the Organization :

Name of the Representative :

Designation :

Telephone: Fax:

Email :

Name of the Principal Investigator :

Designation :

Department :

Telephone: Fax:

Email :

Project Cost :

GST and other taxes as applicable :

Total Project Cost :

Duration of the Proposed Work :

Date of Commencement :

Date of Completion :

Scope of the Proposed Work :

Any other relevant details :

DECLARATION:

WE AGREE TO THE ABOVE PROPOSAL AND ALSO THE STANDARD TERMS & CONDITIONS OF BHAGAT PHOOL SINGH MAHILA VISHWAVIDAYALAYA, KHANPUR KALAN .

Authorized Signatory of the Organization

Signature:

Name:

Designation:

Date:

Annexure V

FORMAT OF FINAL REPORT OF CONSULTANCY PROJECT

1	Name of Principal Investigator and department	
2	Type of consultancy project	Individual / Departmental
3	Organization for which the consultancy work has been done	
4	Date of commencement	
5	Date of completion	
6	Total consultancy fees received	
7	Distribution of consultancy fees as per consultancy norms laid down by the University	Amount in Rs.
		University Share
		PI Share
		Others if any 1 2
		Total

(Signature of Principal investigator)

Enclosed:

1. Copy of approval letter for consultancy services (Annexure III)

2. Final technical report duly signed by both PI and the external organization to which consultancy services offered
3. Duly signed distribution of consultancy fees to different investigators if applicable

