

Consultancy Rules of the Institute

A. Introduction

The consultancy projects are one of the important activities to be carried out by the Institute faculty members to provide services to the Industry Service Sector, Govt. Departments, and other National and International agencies in niche areas of expertise available in the Institute. The Institute encourages the faculty members to undertake consultancy work to enrich their professional experience since this provides them an opportunity to apply their theoretical knowledge and ideas on practical systems. The consultancy project also provides firsthand knowledge of the current problem to the faculty members which is helpful to revise the curriculum as per the industry needs. The students involved in these projects also get practical experience which may be useful to find better jobs. Lastly, the consultancy projects provide some financial incentives to faculty, staff, and students.

The faculty members are also encouraged to undertake the testing projects, which are required by Industries/utilities for the performance evaluation of specific product/sample. The testing projects involve the utilization of Institute laboratory facilities and the laboratory staff. However, the Institute discourages the undertaking of any certification work unless the concerned facilities are recognized by appropriate authority for the purpose. Also, the faculty members are advised to issue a testing report and not the certificate for the testing work.

Faculty member(s) undertaking consultancy work shall hereinafter be referred to as Project Investigator(s) (PI(s)).

B. Scope of Consultancy Services offered

1. 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 (Appendix 1).
2. Consultancy services offered may cover a variety of activities such as Feasibility Studies, Technology Assessments, Assessment of Designs, Product Design, Process Development, Software Development, General Troubleshooting, Retrofitting Exercises, Capacity Building, etc.
3. Testing & Evaluation services are to be normally offered in selected specialized areas. In order to meet the needs of certain Governmental and related agencies, and special clients (with long term association with the Institute), routine testing services may be offered, but to a limited extent.
4. Certain Jobs which are too complex to handle and may hamper the execution of regular academic and research responsibilities of the faculty, should not normally be taken up irrespective of the availability of expertise and perceived needs of the clients.

5. All Consultancy and related Jobs need to be structured and executed in the spirit of promoting IITRAM-Industry Interactions, as a vehicle for augmenting (current) levels of excellence in teaching and research, for proper placement of IITRAM graduates and in the process, generating funds.

C. Project Category

1. Each project shall be undertaken under the Standard Terms and Conditions (Appendix 1) approved by the Institute. In case of any deviation, a draft of specific terms and conditions must be finalized in consultation with Dean (R&D) for approval by the Director/Director General.

2. Consultancy and other related services offered will be divided mainly into three categories:

Category 'E': Expert Advice and Development Projects: This type of project will be Expertise intensive and based on the expertise of the faculty.

Category 'T': Testing Projects: This type of project will be Infrastructure intensive and will be based on extensive usage of the institute infrastructure.

Category 'O': Academic Outreach Projects: This type of project will be based on extensive usage of the institute infrastructure. The category 'O' includes:

- O1. Organizing of conferences/symposia etc...,
- O2. Organizing workshop/seminar etc..., and
- O3. Conducting examination for external agency/PSU/ Government entity etc...
- O4. Conducting short courses for industry/academia etc.

D. Eligibility for Undertaking Consultation

Consultancy and related assignments can be taken up only by the full-time faculty members of the Institute.

E. Conflict of Interest

PI shall disclose to the office of Dean (R&D) 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 (ii) any scope for potential disproportionate self-gain. Dean (R&D) will review such cases to ensure that no actual conflict of interest exists and that such an involvement by the PI(s) does not adversely affect the PI's objectivity, integrity, or commitment to the Institute and to the profession.

PI should not use the Institute name / logo or the fact that they are affiliated with the Institute, in a manner that (i) suggests that the Institute approves or disapproves of a product or service provided by a profit, non-profit or governmental entity or (ii) suggests that the Institute has performed research or issued research findings when it has not done so, or misleadingly states the results of Institute research or (iii) may be interpreted to communicate the official position of the Institute on any issue of public interest.

F. General Consultancy Rules

Consultancy work taken up by the PI(s) is subject to the following limits:

1. The time spent on consultancy and related assignments shall be limited to the equivalent of **52 working days in a year**, preferably at the rate of **one working day per week**. In addition, PI(s) may be permitted to utilize, on an average one non-working day per week.
2. The Consultancy assignments may be taken up and implemented which provide challenges befitting professional competence of the faculty member and do not have any adverse impact on the ongoing academic, research and related activities. Further, such assignments need to be carefully scheduled in the light of ongoing commitments.
3. The services of permanent staff of the Institute may be utilized for the execution of the consultancy projects provided it does not affect their primary functions and responsibilities to the Institute.
4. Out station travel or travel out of the campus on the account of consultancy activities should be undertaken with the prior approval of the Dean of Faculty Affairs.

G. Project Initiation and Management

1. All consultancy projects will be administered through the office of Dean (R&D).
2. All acceptance letters for Consultancy project proposals will be shared with the office of Dean (R&D) by the PI(s)
3. The Principal Investigator will be responsible for the following:
 - a. Formulating the project proposal which may include (i) planning of the work to be done, (ii) estimating costs according to the guidelines provided in Section (H), and (iii) identifying other collaboration partners/Investigators/external services, and sponsors (in case of category 'O' project), if necessary.
 - b. Execution of work.
 - c. Handling all communications with the clients.
 - d. Submission of intermediate and final reports as agreed in the project proposal.
 - e. Making recommendations to the Dean (R&D) regarding expenditure from the project funds and honoraria to be paid to faculty, staff, and students.
4. In case of project categories E and T, the total cost of the project is to be paid to the Institute by the client, in advance, before the work commences. In case the project is to continue for more than a year, the Institute may permit, at its discretion, commencement of work with only yearly cost deposited in advance. All payments from clients will be received by the Institute. The expenditure and disbursements will be made following the Institute procedures.
5. After the cost of the project has been received, the office of Dean (R&D) will assign a project/job number and inform the same with R&D Office.
6. The assigned project/job number must be quoted in all subsequent correspondence with R&D office.

H. Costing of Consultancy Projects

1. The consultancy project costing for the **Project categories 'E' and 'T'** is based on the following component charges:

Sr. No.	Component	Details	Cost
1.	Consultant/PI Fees (CF)	This will include charges for the time of PI and Co-PI, if any.	The CF will be limited to 20% of the project cost for Category T (testing projects) jobs.
2.	External Services (ES)	This will include charges for the time of the External Consultants.	The ES will be limited to 30% of the project cost for Category E. The ES should be discouraged for the Category T (testing projects) jobs.
3.	Remuneration for Personnel engaged (RP)	This refers to the charges payable to the employees of the Institute or temporary staff employed specifically for the execution of the project.	Remuneration will be paid as per the prevailing terms and conditions of the Institute. The RP will be limited to 30% of the project cost for Category T (testing projects) jobs.
4.	Project Staff Remuneration (PSR)	This refers to the Honorarium payable to temporary staff employed specifically for the project.	To be decided by the PI. The project shall also provide PSR House Rent Allowance (HRA) as per the prevailing norms.
5.	Operational Expenses (OE)	These include expenses incurred on consumables, contingencies, equipment utilization charges, travel and daily allowance, honoraria for students and all other expenses related to the consultancy project.	To be decided by the PI. The general Institute norms may be followed.
6.	Overheads (OH)	The Institute Overhead to be transferred to Institute Fund.	Overhead will be charged at the rate of 20% of the Gross Project Cost (25% of the Net Project Cost) for project categories O and E and 50% of the total project cost for Category T. Any deviation from this will need approval of Director General.

2. The costing for **Project Types 'O'** is based on the following component charges:

Sr. No.	Component	Details		Cost
1.	Expenditure on Material (EM)	This will include all the materials to be used for carrying out the project.		To be estimated by the PI.
2.	Remuneration of faculty member, experts and other staff involved (RP)	O1.	This refers to remuneration of external experts, and other staff involved. The internal faculty member including PI from the Institute involved in Conference/ Symposia etc. will not be paid remuneration.	To be decided by the PI.
		O2.		
		O3.	This refers to remuneration of PI and other staff involved in conducting the examination.	
		O4.	This refers to remuneration of PI, students and other staff involved in conducting the course.	To be decided by the PI.
3.	Other Operational Expenses (OE)	This includes expenses incurred on consumables, contingencies, travel and daily allowance, honoraria for students and all other expenses related to the project.		To be estimated by the PI.
4.	Overheads	The Institute Overhead to be transferred to Institute Fund.		Overhead will be charged at the rate of 20% of the Gross receipt in the project, except in O3 where minimum overhead will be 50% of Gross Project Cost. Any exceptions for a funding agency will require approval from Dean, R&D.

- In case of O1 and O2 categories, the PI may be given advance on PI's request from the suitable Institute Fund with the approval of Dean (R&D)/Director/Director General.
- In case of O3 category, the Institute rates for 1hr/2hr/3hr examination and as per the student strength should be followed. Such rates for conducting examination shall be decided by the Dean (R&D) and approved by the Director/Director General.

STANDARD TERMS AND CONDITIONS applicable to all Projects

1. DECLARATION: All work undertaken by IITRAM 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. CONFIDENTIALITY: Due care will be taken by IITRAM 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 IITRAM 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 IITRAM. The institute reserves the right to retain one copy of the report and use the results of the project for its internal teaching and research purposes.

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

5. CONFLICT OF INTEREST: IITRAM 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: The payment of consultation charges to IITRAM are to be made in advance and in full before the start of the project, through a demand draft / crossed valid cheque, drawn in favour of The Registrar, IITRAM and sent to the PI(s) or the address overleaf. The charges will also include any applicable tax as prescribed by the Government of India 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: IITRAM 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 of IITRAM 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 due course of the project, will be the joint property of IITRAM 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 both the organizations. Any unsettled disputes may be subject to resolution as per the prevailing Indian Arbitration and Conciliation Act and its Amendments.

11. DISCLAIMER: The report on the consultancy project is the technical opinion of the individual faculty member, based on his expertise in the particular area of research and NOT the views of IITRAM.

The above terms and conditions will apply to all projects taken up by IITRAM, unless otherwise mutually agreed to in a separate document.