

CHRIST (Deemed to be University), Bangalore

(As amended to be effective from 2019-20)

Regulation for Consultancy

Introduction and Applicability:

This Regulation for Consultancy is as amended to enhance the scope of its operations through the central consulting organisation established by the University – CHRIST Consulting. The applicability of the Regulation is extended to all the Campuses of the University located within and outside the geographical area of Bangalore.

Policy:

CHRIST (Deemed to be University) in pursuance of its objective of knowledge sharing and application shall endeavour to provide Consultancy services in the nature of Functional Solutions, Research Studies and Functional/Skill Training to different sectors of industry, enterprises and social organisations. The University shall therefore have a Central Consulting Organisation namely, CHRIST Consulting with principal objective of promoting Consultancy Services by the University by and through its Academic Departments and Centres either individually or collectively depending on the extent of disciplinary expertise required. CHRIST will encourage all its faculty members to develop Consultancy as a significant component in their career advancement goals with the organisational support of CHRIST Consulting.

CHRIST shall normally encourage Consultancy as an initiative of its academic departments through the CHRIST Consulting although value adding Private Consultancy by individual faculty members will never be discouraged. In terms with the Employment Regulations of Christ (Deemed to be University) no regular faculty/staff members, while in service, shall directly or indirectly engage in any kind of private consultancy or service without express consent from the University. In any case Private consultancy/Service in the nature of part-time teaching as guest or adjunct faculty in other institutions and giving private tutorials shall not be permitted. Any faculty/staff member already engaged in private consultancy / service at the time of joining the Institution is required to obtain the approval of the University in case he/she wishes to continue with such consultancy. The consultancy / services assignments by the University shall be only through a properly documented process. Approval for Private Consultancy shall be guided by the nature and relevance of the consultancy with reference to its qualitative impact on the mission of the University and shall be subject to certain restrictions as provided in the Regulation.

The Consultancy Services offered by the University may be under three broad categories namely Extension based, Functional and Research based. **Extension based Consultancy** will be in the nature of extending knowledge through training with inputs on curriculum or pedagogy such as Corporate Training, Training for Competitive Examinations etc. **Functional Consultancy** will be mostly related to business or non-business enterprises such as Project Reports, Market Survey, Feasibility Studies, Soft Ware Testing, Validation of Research Methods and such other support assignments for Research, General Management Consultancy etc. **Research based Consultancy** will be typical Research Studies on any specific or general areas of Sciences or Social Sciences based on Primary or Secondary data or in combination duly following Standard Research Methods and Practices. This will not include any support assignments done for research projects undertaken by third parties which will be covered under Functional Consultancy.

Regulation:

The Departments of the University may undertake Consultancy Projects/Services in the domain of their subject/s expertise or in collaboration with the expertise available with other



Centres/Departments of the University. Consultancy activity undertaken by the University, by its Academic Departments/Centres shall be guided by the following Regulation.

1. CHRIST Consulting shall be the central coordinating body to oversee all consultancy assignments undertaken by or on behalf of the University. The organisation and the functional role of CHRIST Consulting shall be as detailed in the Regulation for CHRIST Consulting as given in **Appendix 1**.
2. CHRIST Consulting shall be primarily responsible for initiating, monitoring, documenting and coordinating the Consultancy activities of the Departments/Centres in accordance with this Regulation. However the Credit for Consultancy Activities undertaken shall be mapped to the academic departments concerned in accordance with "CHRIST Guidelines for Credit Recognition for Consultancy and Extensions by Academic Departments" as given in **Appendix 4**
3. Consultancy assignments by the Off Campus Centres of the University may be initiated monitored, documented and coordinated in accordance with this Regulation by its own independent team for Consultancy nominated by the Campus Director but shall submit the Quarterly Progress Report to CHRIST Consulting in its specified format.
4. Private Consultancy by individual Faculty Member may be undertaken only with the approval of the Head of the concerned Department and the Dean/ Director in charge, subject to such conditions as may be specified.
5. Application for approval of Private Consultancy shall be in the prescribed format as given in **Appendix 5** and must be submitted to the Dean/Director in charge through the HOD concerned. Application seeking approval must contain details of the consultancy/service, time duration, work schedule if any with an undertaking that faculty/staff shall not derelict from their duty/responsibility to the University if the approval is granted. No special leave 'on official duty' shall be permitted for such personal engagements.
6. Departments equipped to provide Consultancy Service may identify the potential areas of their consulting capabilities, duly assessed by the HOD and the Dean and periodically inform CHRIST Consulting who shall highlight the same in its link in the University website.
7. Every Department/Centre capable of offering Consultancy must nominate a Consultancy Coordinator (SPOC or by whatever name called) to liaise and interact with CHRIST Consulting in respect of any enquiry/ proposal for Consultancy. Any enquiry for Consultancy received by a Department/Centre either voluntarily or by the initiative of the Department /Centre shall be further processed only with the involvement/indulgence of CHRIST Consulting.
8. There must be a written request obtained from the prospective client seeking consultancy service clearly detailing the terms of reference. The format of request is given in **Annexure 1**. This request must be formally obtained only after preliminary discussion with the client by CHRIST Consulting along with the concerned discipline experts from Department /Centre and only if the Department/Centre is convinced that it has the capability to undertake the service desired by the client.
9. Fee (Charges) for the Consultancy must be negotiated/decided only after appropriate Job Costing analysis of the work to be done in the format given in **Annexure 2**. There must be a minimum value addition (net off costs) for the University of 20% of the final Consultancy Charges excluding the Service Tax (GST).
10. There may not be any restriction on minimum Consultancy Charges. However CHRIST Consulting must be judicious while deciding the acceptable value of consultancy with due consideration to the economic viability of the assignment with reference to disposable manpower and other resources to be determined in consultation with the concerned Departments/Centres.



11. Availability of faculty manpower and their disposable time must be rationalised towards significantly value adding consultancy projects rather than for routine studies. As a general guideline Consultancy Services for value of less than Rs.3.00 Lacs may not be encouraged.
12. All Consultancy Proposals for processing through CHRIST Consulting must be approved by the HOD and the Dean/Director in charge of the Department/Centre. Availing expertise/services of persons external to the University must be avoided as far as possible while making any Consultancy Proposal although by exception the Director of CHRIST Consulting may approve such requirement under special circumstances subject to such terms and conditions as may be specified.
13. The terms and conditions of the Consultancy Service, subject to prior discussion with the Client based on the Job Cost Analysis duly following the procedure stated in **Appendix 2**, must be documented and executed in the form of a Consultancy Agreement as given in **Annexure 3**. Consultancy fee shall be paid by Cheque in favour of the University or by Online Bank Transfer to the designated Bank Account of the University. The Accounts Department may prescribe procedures in this regard.
14. CHRIST Consulting as well as the Consulting Team of Faculty Members engaged for specific Consultancy shall be jointly and severally responsible for performance of the Consultancy and shall indemnify the University for any Loss or Damage of its reputation caused by their non-performance or under-performance.
15. Remuneration for the Consulting Team of Faculty Members will be as provided in the Job Costing (Annexure 2) and shall be determined in accordance with the "CHRIST Guidelines for Assessing Remuneration for Consultant Faculty" as given in **Appendix 3**.
16. Where the man-hour costs for the participating team of faculty members are not separately provided in the Job Costing the net revenue from the particular assignment shall be shared by the faculty and the University in the ratio of 70:30. Net revenue for this purpose will mean Consultancy Charges before GST less all costs other than Faculty man-hour cost.
17. Remuneration for the Consulting Team of Faculty Members shall be payable only when and if the full fee is received by the University and only after successful conclusion of the Consultancy Assignment. All payments in this regard will be subject to TDS as applicable to 'Income from Salary' as per the Income Tax Act. Other than the remuneration as stated the consultant faculty shall not claim any additional privileges like special leave, travel costs etc unless separately provided for in the Job Costing. Any leave of absence from work required for attending to consultancy assignment (private or of the University) must be with the prior approval of the HOD concerned and by utilising either the eligible leave credit available or on loss of pay in case no leave balance is available.
18. No Consultancy Agreement must generally or restrictively commit the University for any Obligation that will in any manner infringe its independence and/or Policies.
19. The Intellectual Property if any created by all types of Consultancy assignments (including private) shall vest with the University though the Consulting Team of Faculty Members may use the related information for the purpose of Education/ Research / Publication without any restriction.
20. Vice Chancellor of the University shall be the competent appellate authority to adjudicate any dispute between the faculty and the University/CHRIST Consulting with regard to implementation of this Regulation including the terms of remuneration for consultancy and his decision in this regard shall be final and binding on all concerned.



ANNEXURES TO CHRIST REGULATION FOR CONSULTANCY

Annexure 1

CHRIST (Deemed to be University), Bangalore Requisition for Consultancy Services

Organisation					Ref No.			Date			
Full Registered Address									Date Established		
Web Site					Annual Turnover			Number of Employees			
About the Organisation	Constitution (Strike off irrelevant)		Proprietary/Partnership LLP/Limited Company			Registration Number					
Contact Details	Phone			Mobile			Email				
Name of the CEO						Designation					
Name of the Representative						Designation					
Consultancy Area											
Terms of Reference	1.										
	2.										
	3.										
This requisition for Consultancy Service is made voluntarily and with firm belief that the University will be able to assist. This requisition will be subject to further discussion between and the Organisation and the University and without commitment on either side unless this is formalised by a Consultancy Agreement signed by the Parties. The information given above are factual and correct according to the records maintained by the Organisation and is submitted with genuine intention to establish a professional relationship.											
Name				Designation				Signature			
For use by CHRIST Consulting:				Proposal Received on				Ref.No			
Consulting Category:		Extension based		Functional		Research based					
Job Assigned to (Department/s)				SPOCS	1.			Date			
					2.						
Job Costing and discussion	Date				Final Negotiation	By					
	First Quote(Rs)					Date		Rs			
Approvals with Date	CHRIST Consulting				Director				Documentation date.		



CHRIST (Deemed to be University), Bangalore**JOB COST SHEET FOR CONSULTANCY ASSIGNMENT**

Department		Job Ref		PSD		PED	
Client							
Job							
Job Scope							
Duration							
Output							
COST DETAILS							
INPUT	Description	Qty	Rate	Amount			
Material							
Technical Resources							
Consulting Manpower (1)							
Consulting Manpower (2)							
Secretarial							
Stationery							
Overheads							
Others							
Total Cost (TC)							
*Value Addition % (VA)							
Total Fee before Service Tax (TF)							

Notes:

PSD	Proposed Start Date	PED	Proposed End Date
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- Costing must be done diligently with due regard to likely/potential expenses for the specified head. Quote for the job must be fair and competitive.
- Materials may include Drawings, Consumables (for experimental projects), Reports etc that may be required for the consultancy project.
- Technical Resources will include machine hours or software that may use.
- Consulting Manpower (1) means the No. of faculty x No. of days x time (hrs) required. The Rate per man hour will depend on the expertise of the person and will be guided by the University Policy. Consulting Manpower (2) means the cost of external expertise if approved.
- Cost of Secretarial manpower may be calculated on the basis of nature of work and may be charged either on Man-hour Rate or on lump sum basis.
- Actual cost of stationery to be used must be calculated duly considering paper costs, printing costs, binding costs and the like. It may be charged on lump sum basis.
- Overheads will represent the indirect cost of the University and must be provided at 10% of direct costs
- Other costs must include a contingency provision of at least 5%
- *Value addition is calculated as under: $TC / (100 - VA) * VA$



CONSULTANCY AGREEMENT
BETWEEN
CHRIST (DEEMED TO BE UNIVERSITY)
AND

(Name of the Client)

This Consultancy Agreement is entered into between:

CHRIST (Deemed to be University), a Deemed to be University declared under Section 3 of the UGC Act 1956, having its Central Campus at Hosur Road Bengaluru 560029 (hereinafter referred to as 'University')

And

----- (Name of the Client) a company engaged in ----- (briefly write the business activity of the client) ----- having its registered office at ----- (Registered address of the Client Company) ----- (hereinafter referred to as 'Company')

Whereas the University, a well established institution of higher education and research in multi- disciplinary faculties and has departmental resources to offer consultancy services and has been offering the same through its centralised wing CHRIST Consulting **and**

Whereas the Company is engaged in the business of ----- and is convinced and desirous of availing consultancy assistance of the University by its CHRIST Consulting in the area of ----- (mention the consultancy area) **and**

Whereas the University and the Company (jointly referred to as 'Parties'), pursuant to discussion of their mutual interests, have agreed to work on a consultancy assignment

This Consultancy Agreement signed this ---- day of ----- 20-- Witnesseth as follows:

1. Consultancy:

a) Services & Deliverables:

The Consultancy Service envisages ----- (state in fair detail the consultancy service to be provided) ----- Deliverables in respect of the Consultancy Service shall be **restricted to** ----- (state what are the committed deliverables from the consultancy service) ----- The University by CHRIST Consulting will use reasonable endeavours to provide the services and deliverables within the duration of the agreement.

b) Consulting Personnel:

The Services will be carried out by a team of Faculty Members of the University nominated by CHRIST Consulting who will use their best expertise of knowledge and experience. The team of Faculty Members assigned to this agreement are ----- (mention name/s of the professors and Department to be engaged) -----



---The University may at the discretion of CHRIST Consulting may replace any member or add on new member/s in the team to ensure that the Consultancy Service is rendered as envisaged.

c) Duration:

The Consultancy term shall be -----months from the date of commencement which is set as ----- as mutually agreed by the Parties. Accordingly the Agreement shall conclude by -----. Parties may agree to alter the term in case of any unforeseen delays or exigencies.

d) Records:

The University by CHRIST Consulting will maintain reasonable records regarding the conduct and conclusions of the Consultancy Service including related data analysis and sources of information.

e) Additional Services:

The University by CHRIST Consulting will notify to the Company of any additional work that may be required in respect of the Consultancy Service whether incidental to or otherwise and will obtain its written permission before proceeding with such additional work or for incurring additional costs over and above the Fees agreed with the Company.

2. Obligations of the Company:

The Company agrees to undertake the following responsibilities.

- a) To cooperate with CHRIST Consulting in its endeavour of providing the agreed Consultancy Services.
- b) To provide CHRIST Consulting with relevant Company information/materials and the right to use such information and materials and any other enabling assistance as may be reasonably required by the University.
- c) To notify CHRIST Consulting of any Specific Information that the Company is aware of in relation to its product marketing, consumer feedback/behaviour or any unusual market experience.
- d) Not to solicit for the purpose of employment any of the University Personnel engaged under this Consultancy Agreement either during its tenure or before the expiry of 12 months after its conclusion.

3. Consultancy Costs/ Fees:

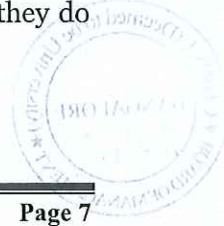
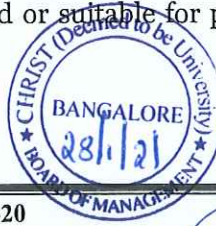
The Consultancy Fee payable by the Company for the Services under this Agreement is Rs. -----/- (Rupees ----- only) on lump sum basis. This will attract GST at the rate as may be applicable from time to time which is currently at 18% and shall be levied extra at the time of invoicing. Additional work/costs if any will be charged as may be mutually agreed. ----- (Indicate percentage of fees which should be not less than 50%) -----of the Fees shall be payable to the University prior to commencement of the Service.

4. Intellectual Property Rights:

a) Deliverables:

Subject to full payment of Fees and Costs under this Agreement the Intellectual Property Rights, Title and Interest of the University in respect of the Deliverables herein stated shall vest with the Company. However the University does not warrant that the IPRs in the Deliverables are valid or suitable for patenting or that they do not infringe the IPRs of third parties.

b) License back:



The Company hereby grants a free, non-exclusive and perpetual license (including right to sub-license) to the University to use the Deliverables for the purposes of Education, Research, or Publication subject to applicable confidentiality clause hereto.

5. Confidentiality:

- a) Parties agree that either Party or their employees or representatives shall not directly or indirectly disclose any information that they may have been provided with or may have access to for the purpose of and under this Agreement to any third party without written consent of the other party unless such information is required to be disclosed under any Law of the land except that the University may use the information discretely for its Publication requirements.
- b) Either Party shall not use the name of the other including of its personnel for any business advantage or advertisement except with specific written approval of the other Party.
- c) Nothing in this Agreement shall constitute any express or implied relationship between the Parties in the nature of Agency or Partnership and the like.

6. Warranties and Liability:

- a) The University warrants that it will perform the Agreement with due care and skill and in a professional manner consistent with generally accepted research and academic practice
- b) The Company warrants that the information or material it may furnish or share will be truthful and relevant that the University may rely on such information or material in its analytics supporting the Deliverables.
- c) There will be no implied warranty under this Agreement.
- d) In the event of any breach of warranty the Party concerned will rectify such breach at no cost to the other.
- e) The maximum liability of the University to the Company, subject to it being caused by the negligence of the University, for any breach of warranty or for its non-performance under this Agreement shall be limited to the amount of fees (excluding service tax) paid by the Company.
- f) The University shall not be liable for any consequential damages / losses arising out of this Agreement or by use of the Deliverables.

7. Variations/Waiver and Termination:

- a) Nothing in this Agreement shall be varied or waived without written approval of the signatories hereto.
- b) This Agreement being specific purpose close ended contract is not terminable after its commencement. It may however be terminated prior to commencement in which case the University may refund the fee paid subject to deduction of incidental charges not exceeding 10% of such fee.

8. Contacts for Notice / Communication:

The Contacts of the Parties for any communication shall be as under:

University:

- i. (-----), Associate Consultant, CHRIST Consulting.
Phone: ----- Email: -----
- ii. (-----), Chief Executive Consultant, CHRIST Consulting.
Phone: ----- Email: -----
- iii. Dr. Anil Joseph Pinto, Registrar, Christ University, Bangalore 560029.
Phone: 9880477116 Email: registrar@christuniversity.in (Only for Notices of termination / dispute)

Company:



i. (Name and title of the Company official coordinating the Consultancy)

Phone: ----- Email: -----

ii. (Name and title of the CEO of the Company)

Phone: ----- Email: -----

9. Resolution of Disputes:

Any dispute that may arise with regard to interpretation of and/or compliance of the role/ responsibility of the Parties with reference to this Agreement shall be mutually discussed and resolved. In the unlikely event of non-resolution by mutual discussion arbitration process as per applicable laws shall be initiated.

In witness whereof, the duly authorised representatives of the respective parties, hereby approve and sign this Consultancy Agreement in two identical originals, one for each Party. This Consultancy Agreement is signed and delivered by the Parties aforesaid at Bangalore this ----- day of ----- 20-----.

For CHRIST (Deemed to be University),

For (Company Name)

(Dr Anil Joseph Pinto)
Registrar

(Name)
Title

In the presence of:

(Dr Fr Benny Thomas)
Director CHRIST Consulting

(Name) *
Title

* This may be signed by a representative of the Company other than the signatory.



A handwritten signature in blue ink, appearing to be "J. J. Pinto".

APPENDIX TO CHRIST REGULATION FOR CONSULTANCY

Appendix 1

CHRIST (Deemed to be University)

REGULATIONS FOR CHRIST CONSULTING

CHRIST Consulting is the centralised Consulting Centre of CHRIST (Deemed to be University). It is the promoting as well as the overseeing body to initiate and monitor all consultancy assignments undertaken by or on behalf of the University. CHRIST Consulting shall be primarily responsible for initiating, monitoring, documenting and coordinating the Consultancy activities that will be undertaken with the involvement and participation of the Departments/Centres of the University. All enquiries for Consultancy at the University including those received by the Departments/Centres shall be routed through CHRIST Consulting.

The entire operations and management of CHRIST Consulting shall be headed by a Chief Executive Consultant assisted by one or more of Associate Consultants. The Chief Executive Consultant shall administratively report to the institutional Director responsible for CHRIST Consulting. There will be support staff to attend to need based secretarial and administrative functions. CHRIST Consulting in its operations shall adhere to the CU Regulation for Consultancy as amended from time to time.

CHRIST CONSULTING BOARD:

There shall be a **CHRIST Consulting Board** to periodically review the performance of CHRIST Consulting and to take necessary measures to enhance/improve its functional performance. The Board will also review and recommend on the Consultancy Policies of the University, HR & Finance (Expense) Budgets for CHRIST Consulting and such other matters for Approval by the Vice Chancellor / Board of Management.

The CHRIST Consulting Board shall consist of the following members:

- i. Director –CHRIST Consulting (Chairman) - (Ex Officio)
- ii. Chief Executive Consultant- (Ex Officio)
- iii. Four Departmental SPOCS representing major academic disciplines (as nominated by the Director)
- iv. Three Deans of Faculties (as nominated by the Director)
- v. One Associate Consultant (as nominated by the Chief Executive Consultant)- (Ex Officio Non-Member Secretary)

All nominated members shall have tenure of two years by rotation and may be re-nominated.

The CHRIST Consulting Board shall meet at least once in a quarter. Seven members shall constitute the Quorum for the meeting. The Secretary shall maintain Minutes of the meetings of the Board.

Functions of CHRIST Consulting:

CHRIST Consulting being the principal centre of the University for Consultancy Services shall have the following significant functions.

i. Strategic Planning and Budgeting for Consultancy.

- a) CHRIST Consulting being responsible for achieving the Consultancy objectives of the University in terms of its nature and value must develop strategies towards fulfilment of the Consultancy goals set by the University from time to time as aligned to the Strategic Plan of the University.



- b) Development of Vision and Mission for the Consultancy function within the framework of the Vision and Mission of the University.
- c) Develop annual Budget for Consultancy - Institutional as well as Departmental - in consultation with the departmental SPOCS. The Budget must be presented to the CHRIST Consulting Board for its approval in a standard format disclosing the total revenue, costs and net revenue, category wise and sector wise with half yearly and monthly splits. The Budgeted performance must be reviewed every quarter for its variances and remedial actions.
- d) The Departmental Budgets will mean allocation of the Institutional Budget with reference to different Campuses and to the Departments/Centres within each Campus. Share of the individual Campuses may be finalised in consultation with the Director of the Campus duly considering its departmental specialisations and locational opportunities.

ii. Consultancy Marketing and Sales Promotion.

- a) Creating awareness about the Consultancy Services offered by the University and its regular promotion to all potential Client Organisations including Corporates, NGOs, Educational Institutions, Industry /Management Associations and such other bodies.
- b) Develop monthly Marketing Plan, Carry out regular marketing visits and canvassing Orders including follow up visits.
- c) Develop suitable publicity and marketing avenues by preparing well documented Consultancy brochures highlighting real time specialisations and competency available with the University.
- d) Create consultancy marketing network for the University across the country by availing Membership and/or empanelment in Consultancy Bodies, Industry Associations, Banks & Financial Institutions, Government Departments and the like.
- e) Securing Orders for Consultancy matching with the monthly budgetary plans through dedicated Sales Team.
- f) Organise periodic meeting of the Client with SPOCS/Faculty Consultants for interactive discussions to create adequate confidence for prospective Clients.
- g) Avail selective assistance of the faculty/staff resources at different Campuses to follow up on presentations or proposals made.

iii. Consultancy Documentation & Execution

- a) Consulting documentation shall mean carrying out the prescribed procedures (Annexure 3 to Consultancy Regulation) from firming up the Consultancy assignments until its final completion.
- b) Ensure that the every Consultancy assignment is executed in accordance with and in the manner contained in the governing Consultancy Agreement by regular monitoring of its conduct.
- c) Resolve appropriately any difficulty/block that may intervene during the process of Consultancy execution by required interaction with the Client and the Consultant Faculty.

iv. Consultancy Workshops & Seminars

- a) Conduct Workshops on Consultancy Practices and Procedures, Legal Aspects, Intellectual Property Issues, Case Studies etc for the benefit of faculty members by involving experts in Consultancy business.
- b) Conduct Seminars on various related topics on Consultancy and allied services with the participation of Business Managers, HR Professionals, Corporate Heads, NGOs etc.

v. Consultancy Information

- a) Maintaining comprehensive record of Consultancy Assignments undertaken its progress and result details.
- b) Mapping of Credits to the Academic Departments in accordance with the prescribed Guidelines.
- c) Submission and validation of relevant Statistical Data on Consultancy for the purposes of IQAC, Annual Report and such other requirements of the University.
- d) Advising / Clarifying the Accounts Department on Consultancy related receipts and payments including the Consultancy remuneration payable to Faculty Consultants from time to time.

Powers of CHRIST Consulting:

In order to effectively execute its functional responsibilities CHRIST Consulting shall have the following powers with reference to Campuses/Departments and the Centres of the University.

i. Independent assessment of Competence of the Departments/Centres

- a) Choice of the Department/Centre to handle specific Consultancy Projects
- b) Decide on joint participation and task delegation

ii. Allocation of Consultancy Budgets to Campuses/Departments/Centres

- a) Specifying the extent of Consultancy to be achieved by a particular department/Centre at different Campuses in consideration to its competence and in consultation with the SPOC concerned.
- b) Assignment of Consultancy Projects to the Departments/Centres for its execution
- c) Periodic review of progress of Consultancy activities at the Department/Centre and to suggest on its performance.

iii. Discretion to accept/reject the proposals and to suggest modifications

- a) Review of Consultancy Proposals made by the Departments / Centres for its feasibility and acceptability with or without modifications.
- b) Advisory to the Departments/Centres on the choice of Consultancy Projects.

iv. Instruction/Direction to the Departments/Centres on Consultancy

- a) Preparation/review of Terms of Reference, Cost Computation and Execution Schedule.
- b) Submission of periodic reports in the formats specified by CHRIST Consulting,
- c) Participation in meetings /workshops / seminars organised by CHRIST Consulting.
- d) Providing additional expertise of the Departments/Centres for Specific Consultancy Projects



PROCEDURE FOR FINALISING & DELIVERY OF CONSULTANCY ASSIGNMENTS

The procedure to be followed for finalising Consultancy Assignments by CHRIST Consulting of the University shall involve the following steps.

1. Preliminary Discussion with the Prospective Client

- a) As soon as possible on receipt of an enquiry from a prospective Client either on its own or in response to the institutional marketing CHRIST Consulting with its team shall have a meeting with the Client to know more on its requirement.
- b) CHRIST Consulting shall assess the institutional capability to deliver the Client requirement by involving the SPOCS of relevant /identified Department/Centre

2. Obtaining Formal Request for Consultancy

- a) On confirmation of institutional capability CHRIST Consulting shall advise the Client to submit formal request for Consultancy enclosing the prescribed format (Annexure 1)
- b) If CHRIST Consulting is not convinced of the institutional capability to provide the required Consultancy, it shall communicate regret advice to the Client within reasonable time.

3. Finalising the Deliverables, Cost Assessment and First Quote

- a) On receipt of the formal request from the Client CHRIST Consulting must first verify whether the format has been filled with absolute clarity particularly with reference to the 'Terms of Reference'. If there are any gaps or if any matter needs further clarity that should be informed to and clarity obtained from the Client.
- b) The formal request so obtained must be shared with the SPOCS of the already identified/relevant department to finalise the Deliverables and to prepare the Job Cost Sheet (Annexure 3). CHRIST Consulting shall extend necessary assistance in this regard to the extent possible.
- c) CHRIST Consulting shall advise the Client of the finalised Price for Consultancy as assessed by Job Cost Analysis and also the terms of payment. If the Client accepts the pricing as quoted the same may be got approved by the nominated Authority in the Consultancy Request form (Annexure 1).

4. Negotiation, Final Quote and Approvals

- a) If the Client wishes to negotiate the Price, CHRIST Consulting will facilitate the same in a meeting with the Client along with the concerned SPOCS.
- b) Prior to such Negotiation meeting maximum reduction possible in the pricing must be internally discussed and consulted with the Director Christ Consulting so that there is no conflicting discussion takes place at the meeting.
- c) If necessary seek additional time to consider rather than committing for any uncomfortable price at the meeting.

5. Documentation

- a) Soon after finalising the price the Consultancy Agreement or the Memorandum of Understanding as the case may be duly incorporating all relevant details may be submitted to the Client in draft form for its review.
- b) If the Client seeks any modification in the Agreement, obtain legal clearance for such modification
- c) Finalised document must be exchanged after its execution by the signatories as specified in the Agreement.

6. Receipt of Advance Payment and Commencement of Work

- a) CHRIST Consulting must follow up with the Client for receipt of the advance payment towards Consultancy Charges as specified in the Agreement.



- b) In the meantime the Consultancy assignment must be commenced by the specific team selected for the purpose.

7. Progress Monitoring, Work Execution and Delivery.

- a) CHRIST Consulting must make regular monitoring of the Consultancy work in progress to ensure its completion within the agreed time schedule/s and according to the expected quality.
- b) If any change in the scope of work is necessitated while carrying out any particular assignment it must immediately be brought to the notice of the Client including details of additional cost incidence if any. If the Client does not agree for modification of work scope and/or for the additional cost the Client must informed of the applicable limitations on the deliverables.
- c) Balance payment due by the Client must be collected prior to final delivery of the Consultancy assignment.
- d) On completion of the work assignment and its full delivery, due acknowledgement of the same by the Client must be obtained in the form of a 'Satisfaction Report'.



**CHRIT (DEEMED TO BE UNIVERSITY)
CHRIST CONSULTING
GUIDELINES FOR ASSESSING REMUNERATION FOR CONSULTANT FACULTY**

Consultancy Assignments undertaken by the University may fall in to any of the following categories.

1. **Extension based Consultancy** will be in the nature of extending knowledge through training with inputs on curriculum or pedagogy such as Corporate Training, Training for Competitive Examinations etc. **This type of consultancy** will be based on a Memorandum of Understanding (MOU) signed between the University and the interested Party and may be for a duration not necessarily connected with the time required for particular training. There may be multiple batches of training within the overall duration of the MOU. The standard format of Consultancy Agreement will not be applicable for this type of consultancy. The Consultancy of this nature will be subject to GST.

The Consultant Faculty members in this type of consultancy will be many depending on the nature and number of subjects of training and may be involved in multiple batches of training. Hence the best method to remunerate them will be based on their Earnings Man-Hour Rate which has been explained separately hereunder.

2. **Functional Consultancy** will be mostly related to business or non-business enterprises such as Project Reports, Market Survey, Feasibility Studies, Soft Ware Testing, Validation of Research Methods and such other support assignments for Research, General Management Consultancy etc. **This type of consultancy** will be for specific job and for specific duration with well defined deliverables. The Consultancy Regulation of the University is typically applicable for this type of consultancy and hence any consultancy of this nature shall have all documentations in accordance with the Regulation. The duration of the Agreement will aligned to the agreed time for completing the specific assignment. GST will be applicable for this type of consultancy.

The Consultant Faculty members in this type of consultancy shall be very few and shall have expertise and exposure in specific functional area. They shall be required to sign a Performance cum Indemnity Agreement in favour of the University. In consideration to the care, responsibility and risk to be undertaken by the Consultant Faculty, they shall be entitled to share the entire net value of consultancy after providing for the University all its related direct costs and a minimum of 20% margin. If more than one Consultant Faculty is involved their individual share will be determined in proportion to their Basic Salary weighted to the number of hours of their respective inputs.

3. **Research based Consultancy** will be typical Research Studies on any specific or general areas of Sciences or Social Sciences based on Primary or Secondary data or in combination duly following Standard Research Methods and Practices. This will not include any support assignments done for research projects undertaken by third parties which will be covered under Functional Consultancy. **This type of consultancy** will be based on a Memorandum of Understanding (MOU) signed between the University and the interested Party for fixed or renewal tenure depending on the time required by the Research on such terms and conditions as may be mutually agreed. The tenure of the MOU may generally be long term extending for beyond one year.

The research Consultancy assignment will call for appointment of Principal Investigators and or Research Assistants or Associates whose terms of appointment will be as per



applicable Regulation of the University. Consultant Faculty member/s who may be supervising in the role of Coordinator or as Principal Investigator will be additionally remunerated in the form of Additional Responsibility Allowance of up to Rs.10000/-per month or up to 60% of the amount payable to independent Principal Investigator depending on the role he/she undertakes. The amount actually payable shall be fixed by the Head of Christ Consulting in consultation with and approval of the Director for Consulting Group.

DETERMINING MANHOURLY RATE FOR EXTENSION BASED CONSULTANCY

(Refer to Para 1 above)

- The first step is determining the Basic Man-Day Costs. This shall be obtained by dividing the normal Monthly Gross Salary of the Faculty/Staff by 25 working days.
- Basic Man-Hour Rate is then obtained by dividing the Basic Man-Day cost by 6 Hrs.
- Earnings for the Consultant Faculty shall be at specified multiples of the Basic Man Hour Rate varied in accordance with the Value of the Consultancy assignment as tabulated hereunder. The Rate so arrived at shall be rounded off to next hundred. This may be referred to as 'Earnings Man-Hour Rate'

Value of Assignment	% of Basic Man-Hour Rate
Up to Rs.5.00Lacs	250
Above Rs.5.00 Lacs to Rs.10.00 Lacs	300
Above Rs.10.00 Lacs to Rs.20.00 Lacs	400
Above Rs. 20.00 Lacs	500

- The earnings of the Faculty/Staff from Consultancy shall be subject to TDS on the basis that the earnings are part of Salary.
- Earnings Man-Hour Rate shall be advised by the Accounts Department on submission of information as per Annexure A hereunder.
- Earnings Man-Hour Rate shall be only for the purpose of arriving at the earnings of the participating Consultant Faculty/Staff based on hours of input and shall not be used as Input for Man-Hour Cost in the Job Cost Sheet for quoting the job.
- The Man-Hour Rate to be used for the purpose of quoting for Consultancy Assignments shall not be less than 200% of the Earnings Man-Hour Rate.

Illustration: (Computation as per Para (c) above)

Consultant	Gross Salary per month	Salary per Day	Basic Man hour Rate	Earnings Man Hour Rate			
				Value of Consultancy (Rs./Lacs)			
				0-5	> 5 to 10	> 10 to 20	>20
A	80000	3200	533	1400	1600	2200	2700
B	120000	4800	800	2000	2400	3200	4000
C	150000	6000	1000	2500	3000	4000	5000
D	200000	8000	1333	3400	4000	5400	6700
E	250000	10000	1667	4200	5000	6700	8400



FORMAT FOR OBTAINING EARNINGS MANHOURLY RATE
(As per Para (e) above)

Client					Value of Consultancy (Rs)		
Sl.	Name	Title	Dept.	Emp.No.	To be filled by Accounts Department		
					Basic Man-hour Rate	Earnings Man-Hour Rate	
Head CHRIST Consulting					Accounts Office		
Date					Date		

Appendix 4

CHRIST (Deemed to be University)
Consultancy & Extension Services by Centres of the University
Guidelines for Credit recognition for the Academic Departments

Introduction:

CHRIST has been offering Consultancy as well as Extension Services to interested third parties either by the Academic Departments or by dedicated /specialised Centres. In either case the initiative is of the University accounting for the revenue thereof. However the credits for the delivery for all such activities even where it is done through the Centres need to be mapped to the Academic Departments concerned depending upon the area of Consultancy or Extension. This is particularly significant from the perspective of Departmental/Institutional accreditation by NAAC or Program Accreditation by NBA.

Departmental mapping is straight forward where the activity is rendered exclusively by a single Academic Department. But where the activities are done in collaboration with more than one Department there has to be proper sharing of the Credit in value terms. Similarly where the activity is rendered by independent Centres the value thereof has to be allocated to relevant academic department's based on the faculty discipline of the activity.

These Guidelines are intended to provide the basis for Credit Recognition for Academic Departments in respect of Consultancy and Extension Services rendered by the University either by departmental collaboration or by the independent Centres. Any service offered for the benefit of students or faculty/staff of the University will not be covered by these guidelines.

Consultancy and Extension Services Distinguished:

Providing any value adding service in the nature of Functional Studies, Project Reports, Problem based Solutions, Designs, Proto types and the like in respect of any of the faculty disciplines / expertise of the University can be categorised as Consultancy Service. If the nature of service provided represents mere educational training on specific subject area/s or skills intended to create general awareness or up skilling, even if at a price, such service will normally be in the category of Extension. However for the purpose of classification by the University for the purpose of NAAC Assessment, Corporate Training has been recognised as Consultancy under Clause 3.5 of Criterion III (Research, Innovation and Extension) in Part B of the AQAR as per the NAAC Guidelines updated as on 12th February 2019. Extension Activities are covered by Clause 3.6 thereof. Similar classification may be applicable for NBA Assessment as well.

Guidelines:

1. The value of Consultancy Services rendered exclusively by any of the academic departments shall be fully recognised to its credit.



2. Where the Consultancy Service is rendered jointly by two or more of the academic departments the value recognition will be shared between the participating departments in the ratio of Man-Hours or Man-Days as may be applicable in respect of the involving faculty members as recorded in the Consultancy Work Log as may be maintained. The Man-hours or Man-days will take in to account the consultancy development (Initiating and concluding subject to a 10 Man-Hours or 5 Man-Days fixed)
3. Most of the independent Centres of the University like CDI, CART, CAPS, COPE, IQAC, HEDC, CEDBEC, CASC, CSA, Industry Cell (Engineering), CLARE (Business Studies & Social Sciences) etc who predominantly serve the internal requirements of the University and/or extension activities may also render Consultancy Services to external institutions/Corporates for price consideration. However the value of such consultancy services shall be allocated (Credit Recognition) to the Academic Department/s of relevant discipline depending on the subject matter of the Consultancy/ Extension rendered unless the Centre is exclusive associated with a particular academic department such as CEDBEC with School of Education, Legal Aid Cell with School of Law etc.
4. Whenever independent Centres engage in Consultancy it is appropriate that the Centre mandatorily inducts in its Consulting Resource at least one faculty member from the academic department/s of the relevant consultancy discipline/s and use such resource. The Centre however will decide on the limit for such inducting depending on the discipline needs. The reference to the Department and the inducted faculty must be included in the Consultancy Agreement. (Ref. Clause 1 (b) of the Consultancy Agreement template of the University)
5. The Consultancy Revenue earned through the independent Centres shall be allocated (Credit Recognition) among the department/s of relevant Consultancy Discipline in proportion to the weightage obtained by multiplying the estimated percentage of the discipline component by the number of Faculty resource inducted.
6. Credits for Extension Services including Seminars, Conferences, and Workshops undertaken by Independent Centres shall be allocated to the respective Academic Department/s concerned with such Extension Services in the same manner as in Para 5 above. It is expected that the Resource persons for all Extension Services shall have mandatory induction of faculty members from the academic department/s of relevant discipline.

Illustrations:

The above said guidelines are illustrated hereunder:

a) Consultancy done in collaboration by two or more Departments:

Case: 1

The **Department of Psychology initiates and concludes** a Consultancy assignment for Company X for a value of Rs.500000/- and takes in the service of Institute of Management. Let the Man-hours spent by the department of Psychology in executing the Consultancy is 40 Man-Hours and the time spend by Institute of Management is 30 Man-Hours. The Credit for Consultancy for Psychology will be Rs. 312500/- and for Institute of Management will be Rs.187500/- (Psychology Department will get credit for 50 Man-Hours (40 + 10 fixed for initiating) and Institute of Management will get credit for 30 Man-Hours) Calculation: $(500000/80 \times 50; 500000/80 \times 30)$

Case: 2

A Consultancy Project is **concluded jointly by School of Law and School of Education** with service input from the Department of Statistics for a value of Rs.1200000/- Let the faculty resource engaged by the department of School of Law in executing the Consultancy is 10 Man-Days and that by School of Education is 6 Man-Days and that by Department of Statistics is 3 Man-Days. The Credit for Consultancy will be Rs. 625000/- for School of Law Rs.425000/- for School of Education and Rs.150000/- for Department of



Statistics based on the total of 24 Man-Days including 5 Man-Days for concluding the Consultancy deal. (School of Law will get credit for 12.50 Man-Days (10 + 2.5 Man-Days fixed for initiating- shared with SOE) and School of Education will get credit 8.50 Man-Days (6 + 2.5 fixed for initiating- shared with SOL) and Department of Statistics will get credit for 3 Man-Days)

Calculation: $(1200000/24 \times 12.5; 1200000/24 \times 8.5; 1200000/24 \times 3)$

b) Consultancy done by Independent Centres:

Case: 1

CDI negotiates a Consultancy Project for Rs.1000000/- which is an involving faculty discipline of Computer Science for about 40% and of Engineering - Information Technology for 60% and the departments concerned have provided faculty resource of 1 each. The Credit recognition for Consultancy will be Rs. 400000/- for the Department of Computer Science and Rs. 600000/- for the Department of Information Technology in the Faculty of Engineering. If the number faculty inducted is 2 and 1 respectively, the Credit recognition for the said departments will be Rs.571400/- and Rs.428600/- respectively.

Calculation 1: $(1000000/100 \times 40; 1200000/100 \times 60)$

Calculation 2: $(1000000/140 \times 80; 1200000/140 \times 60)$

Case: 2

The Industry Cell of Faculty of Engineering secures a Consultancy Project for Rs.1500000/- which has components concerning Mechanical Engineering, Electrical Engineering and Management in the ratio of 4:4:2. The departments induct 1 faculty each. The Credit recognition for Consultancy will be Rs. 600000/- each for the Departments of Mechanical Engineering and Electrical Engineering and Rs.150000/- for the Institute of Management. The values will change if there is variation in the number of faculty inducted.



CHRIST (Deemed to be University)

APPLICATION FOR PURSUING PRIVATE CONSULTANCY BY FACULTY

Name			Designation			Campus		
Department			Specialisation			DOJ	Emp.No.	
CONSULTANCY INFORMATION								
Client Name & Address*								
Nature and details of Consultancy*								
Start Date		End Date		Hours per Day		Total Value	Rs:	
Resources required if any from the University (Clearly indicate the requirements)								
Affect/Impact if any on Working at the University (State if any teaching/learning hours will be affected)								
REQUEST AND UNDERTAKING								
I hereby request for approval of the University to pursue the above referred Consultancy. In this regard I hereby undertake that I shall not derelict from my duties and responsibilities in terms of my work assignments at the University. I shall also not seek any special leave of absence or for any exceptional considerations/exemptions for the purpose of pursuing the Consultancy. I shall be willing to authorise the receipt of the total value of the Consultancy through the University and to share the same with the University in accordance with the approval granted by the University.								
Date:		(Signature)						
* Attach copy of Annexure 1 of the Regulation – Requisition for Consultancy Services signed by the Client								
APPROVALS								
HOD's Remarks / Recommendation							(Name & Signature of HOD with date)	
Director's Remarks and Approval (Must indicate the % of revenue sharing)							(Name & Signature of Director with date)	

Note: (1) Copy of approved document shall be sent by the approving authority to CHRIST consulting, Personnel Department and the Accounts Department for the purpose of record.

- (2) The faculty subject to using their own resources for consultancy will share the revenue up to 30% with the University. In case University resources like library, computer network, stationery, staff assistance etc are used by the faculty for the purpose of consultancy, there will be additional sharing of up to 15% depending on the extent of such usage. The faculty will authorise the Client to pay the entire Consultancy Fees to the University and the University in turn will remit the fees to the faculty net off the amount to be shared and subject to TDS.

