

“GUIDELINES FOR CORPORATE CONSULTATION RESEARCH PROJECT”

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RNB GLOBAL UNIVERSITY

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PREAMBLE

- a. THE RNB GLOBAL UNIVERSITY – BIKANER, famously known as RNB University or RNBGU – Bikaner, considers research and development to be a key commitment in its efforts to provide a superior quality of education in the fields of design, engineering, management and planning. In the contemporary world, consultancy is a natural component of educational activity, an outcome as well as wellspring of research and pedagogy.
- b. RNBGU shall treat consultancy projects as significant means for extending the benefits of scientific, social and design research to beneficiary communities that include special interest groups in industry and government as well as the general public.
- c. Consultancy benefits the institution by allowing its stakeholders, who are primarily attuned to pedagogy and teaching/learning tools, to gain exposure to professional project work – both ‘research’ and ‘advisory’ in nature – and maintain public interface, thereby contributing to the overall development of their field/discipline/profession.
- d. Such exposure and experience enriches the knowledge of the faculty, making them better educators with first-hand knowledge of the practical world in which most of their students will eventually find careers and livelihood.
- e. Consultancy work encourages collaboration with other experts, institutions and agencies, promoting a multi-disciplinary and cooperative culture inside and outside the institution.

APPLICABILITY AND TENURE OF POLICY

- a. This *RNBGU Consultancy Policy* (hereafter, ‘the Policy’), with all rules and regulations stated herein, shall be applicable to all the faculty members and other designated officers of the University.
- b. The Policy shall come into force from the date it is approved by appropriate authority and shall be applicable to all consultancy projects accepted thereafter.
- c. The Policy shall stay in force till such date that it is modified or annulled by order of the competent authorities for the purpose.

- d. The Policy shall be implemented for all intents and purposes through the Corporate Resource Cell of RNBGU which shall be headed by an appropriate officer nominated for the purpose by the competent authorities.
- e. The Policy may be amended at any time by recommendation of the appropriate authorities.



DEFINITION AND TERMS OF CONSULTANCY

- a. The Policy defines the nature of relationship and dealings between RNBGU and 'the Clients', which may be an individual, organization, institution, agency or department of the government, and any other entity that seeks advice or input/output from RNBGU.
- b. The term 'consultancy' shall refer to all technical and financial advice provided by faculty and officers of the RNB to the Client, either on the basis of research conducted within the RNB or conducted for the purposes defined by the Client, or on the basis of expertise that resides in the said faculty and officers, in response to and as per 'terms of reference' that form the sum and substance of the consultancy assignment.
- c. Consultancy shall be provided solely on the basis of, and in response to, a 'contract' (or 'agreement', whichever the case may be, but hereafter referred only as 'contract'), which shall mean a written request or direction or work order, issued by the Client to the Centre and duly acknowledged by both parties.
- d. All consultancy assignments that are agreed upon through a contract shall be defined as a 'Project'.

TYPES OF CONSULTANCY

RNBGU through the CRC, may be involved in a number of types of business relationships with the Client, which shall include, but not be limited to, the commitment of the following resources:

- i. **Type 1:** Individual experts/faculty from RNBGU,
- ii. **Type 2:** Teams of experts/faculty from RNBGU,
- iii. **Type 3:** Individuals or Teams from RNBGU, supported by in-sourced experts appointed exclusively for the purpose of servicing a specific contract
- iv. **Type 4:** Individuals or Teams from RNBGU, using laboratory facilities of the RNBGU
- v. **Type 5:** Whole departments/centres within the RNBGU,



OPERATIONAL PROTOCOLS

- a. All consultancy work shall be undertaken with the prior knowledge and permission of the Committee.
- b. The RNBGU authorized representative shall be fully empowered to dispense with all functions and matters related to consultancy being executed by him which shall include but not be limited to the creation of management and financial structures for each consultancy project, the recruitment of necessary part-time staff, in-sourcing of experts, and setting-up of collaborations.
- c. In such cases where the execution of a consultancy Project involves the faculty and/or the students, the RNBGU shall ensure that the consultancy does not in any way interfere with or compromise the academic standards and integrity of the RNBGU.
- d. It is desirable that, in addition to the Faculty of the RNBGU, research scholars and students are involved in initiating and executing consultancy Projects, wherever appropriate and necessary, provided that such work shall not interfere with their academic performance.
- e. The RNBGU shall ensure that execution of Projects is commenced only after thorough documentation and planning has been completed, especially with regard to the signing of Contracts with Clients .
- f. In such event that execution work on a Project has to be commenced before proper documentation is complete, due to urgency or procedural delays – but provided that there is commitment in writing from the Client’s side – the RNBGU authorities may give permission to commence work on a project and shall make all efforts to complete documentation within a reasonable time and as soon as possible. In such cases, all efforts should be made to secure at least a ‘signing fee’ or ‘advance’ payment.
- g. The Committee must examine all aspects of a Project before granting permission for initiation, including the tangible and intangible benefits for the RNBGU, the feasibility of the coordination required, and the availability of in-house capacity for executing the Project and all its components.

PROJECT INITIATION (BUSINESS DEVELOPMENT

- A. The RNBGU authorized person shall be the primary officer in charge of sourcing consultancy projects.

- B. Consultancy projects may be acquired through the following means:
- i. Corporate Resource Cell under its absolute capabilities, to potential private-sector Clients
 - ii. Bidding for tenders floated by private-sector or public-sector Clients.
 - iii. Participation in competitions
- C. The RNBGU may involve any or all of the members of the Committee and members of the Faculty/staff to provide support in project initiation.
- D. The Client may approach RNBGU and its constituents for consultancy services through a member of the Faculty, the Committee, or through an associate or student/research scholar.
- E. Regardless of the mode by which the Project is initiated and confirmed, the execution shall follow the management and financial protocols under RNBGU discretion.
- F. The Faculty members/student/research scholars may initiate a project *ab initio*, which shall be treated as a Research Project till such date that it receives funding from a Client.
- i. In all such cases, a formal proposal must be submitted to the Committee through CRC or RNB- Coordinator.
 - ii. Proposals shall include all details regarding project, the team members and the financial and logistical support required for executing the Project, which may be for research purposes.



PROJECT MANAGEMENT

- a. Each Consultancy project will be executed under the leadership of a 'Team Leader' (TL).
- b. In the case of Type 1 consultancy projects, the TL shall be the sole executor of the project.
- c. There shall be a single TL for each project, regardless of the 'Type' of consultancy.
- d. The TL must be a Full-time Faculty or Full-Time Equivalent (Contract) faculty.
- e. The TL shall report directly to RNB authorized person.
- f. For each project being executed by the RNBGU, the TL shall execute the following duties, *inter alia*:
 - i. Assisting in formulation of Project proposals and Project initiation in all respects.
 - ii. Creating a Responsibility Matrix in consultation with the RNBGU representative, the TL holds his/her primary responsibility as faculty member/officer, in order to define responsibility and accountability within the Project Team.
 - iii. Creating project Timelines for execution of the projects.
 - iv. Creating project Budgets as per guidelines provided by RNBGU.
 - v. Submission of the project execution parameters, including Responsibility Matrix, Timeline and Budget, to the Coordinator, who will thereafter present the same before the Committee for its approval.
 - vi. Providing leadership to the project team for ensuring timely, cost-effective and high-quality execution of all deliverables as per the requirements provided by the Client.



DUTY LEAVE FOR CONSULTANCY WORK

- a. The RNBGU shall approve the granting of Duty Leave for all personnel working on the Project as per the stated and documented requirements of the Project and the work plan and Timeline created for the purpose by the TL.
- b. Duty Leave for the purposes defined in this Policy shall be granted only to those personnel who are officially deployed in the initiation/execution/completion of Projects, and shall not in any way interfere with the regular functioning of the RNBGU and the application of its Service Rules.
- c. Duty Leave shall be considered in partial fulfilment of the official services to be rendered by an employee (faculty/staff).
- d. Duty Leave shall be considered as separate from the normal entitlement of the faculty/staff as per the aforesaid Service Rules.

FINANCIAL PROTOCOLS

- A. Each Consultancy project shall require the formulation of a different fee structure on case-by-case basis.
- B. While estimating the Consultancy Fee chargeable to the Client, RNBGU or the TL should keep in mind the overall fee sharing structure as contained in Appendix 1.
- C. All fees shall be quoted and charged in Indian Rupees, except where the Client is itself located at an overseas address, in which case the fees may be quoted and received through conversion of currencies.
- D. Tax Deducted at Source (TDS) shall remain a part of the standard operating procedure in all cases, whether payments between Client and the Centre, between the Centre and faculty/staff, or between the Centre and any associates external to the RNBGU,.
- E. The fact that TDS shall be deducted from all payments, whether to an individual or to an organization, must be mentioned in all documents of a contractual nature.
- F. The Centre shall collect Service Tax from each Client and ensure that it is deposited in the relevant account on a quarterly basis as per norms.

- G. RNBGU shall inform the Centre of the applicable rates for consultancy as per Indian Laws.

PROJECT BUDGET AND EXPENDITURE

- a. The TL shall seek approval for the Project Budget at the time of initiating a Project. Such budgets shall be finalized before commencement of execution, and the TL shall prepare a disbursement chart that shall mention the stages and times when expenses under any budget head are likely to be incurred.
- b. All caution shall be shown while preparing and executing a budget so that RNB is not burdened with unnecessary and unplanned expenditure.
- c. All efforts shall be made to synchronize the payment of Honorarium to Project Teams, with the receipt of fees from the Client;
- d. There shall be no limit to the value of honorariums earned by any member of the faculty/staff during a financial year, as long as it is in accordance with the 'Common System for Sharing Gross Revenue from Consultancy' described in Appendix 1.
- e. Boarding & Lodging expenses must be included in the Project Budget, and shall be recorded as per actual bills presented by the TL for reimbursement or payment.
- f. RNBGU shall bear the expenses necessary for participation in competitions or bids, and in case of the entry winning any cash prize, the committee may decide to apportion the prize money as per Merit and Effort put in by the faculty/staff.

GUIDELINES FOR SUBMISSION OF QUOTATIONS

- a. The Cost Heads for any Project may be derived from the items described in the 'Sample Budget Sheet for Consultancy Projects' contained in Appendix 2.
- b. In case the member/s of the Project Team is/are required to visit an off-site location in connection with the consultancy, the TA/DA charges are to be mutually agreed between the TL and RNBGU and the Client.
- c. For projects involving only site visits for consultation work and meetings for discussion/consultation, fees may be charged on 'Per Man Day' basis at mutually acceptable rates, with a minimum of Rs. 2,000 per man day for Project staff, minimum of Rs. 5,000 for Team Leaders, and minimum of Rs. 10,000 per man-day for . Professor and above.

- d. The fees/honorarium charged for the time spent on travel shall be calculated on 50% of the total man-days spent on travel to the site of the consultation meeting or site visit.
- e. For support staff working on the project, such as for reconnaissance and survey, the charges shall be as per actual expenditure incurred on travel plus boarding & lodging, with an added coordination charge of 15% on total actual expenditure. The coordination charge earned from such trips shall be credited to the Centre.
- f. A fee of Rs. 3,000 (Rupees Three Thousand only) per man day may be paid to a senior or domain expert from outside RNBGU..



LIABILITY

- a. Each consultancy will be the legal responsibility of the RNBGU and not of any individual. However, if damages are incurred due to the proven negligence or misconduct of any faculty/staff involved in the Project, the RNB- CRC may initiate separate proceedings against such individuals in order to claim damages and compensation. In such cases, the legal expenses shall be borne by the RNB-CRC, on approval from RNBGU authorities.
- b. If a prima-facie case of malpractice and/or misconduct is established by the Committee against a member of the Project Staff, the RNB-CRC in consultation with the relevant , may authority prohibit the concerned staff member from participating in consultancy in any capacity, with immediate effect. The misconduct shall be clearly identified and described by the Committee in writing.
- c. It shall be the responsibility of the TL, with guidance from the RNB-CRC and the Committee, to sensitize all project staff to the nature of malpractice and misconduct that may arise during the process of executing a Project, such as copyright violation and sexual harassment.
- d. The RNBGU shall take all necessary precaution when drafting contracts and agreements, such that the Centre is not liable for actions beyond its real responsibility in the Project.
- e. For Projects that require large allocations of resources and significant revenues, the RNB-CRC may, decide to buy relevant insurances to cover its liabilities under the Contract.

INTELLECTUAL PROPERTY

- A. In case the Consultancy work results in a patent, the credit for creating the patent and the ownership of the patent shall be shared by the faculty/staff that has executed the Project alongwith RNBGU.
- B. The TL and/or the individual members of the Project Team shall have the right to initiate publication of the outcomes and deliverables after obtaining permission from the Client and the RNBGU. Attribution of authorship and intellectual credit shall be agreed upon by all parties, preferably in advance, but certainly before closure of the Project.



- C. The TL and faculty/staff that executes the Project must be given due credit in the contents of the deliverable.

COMPLETION / CLOSURE OF PROJECT

- A. The distribution of Honorariums to Project staff shall be done in accordance with the degree of work completed as per the Work Plan for the Project, and shall take place regardless of delays in processing of bills or payments between the CRC and the Client.
- B. A project shall be deemed to be closed on the date that is planned for completion as per the proposal/bid document, unless an extension or adjournment has been sought from/by the Client and been granted in writing.
- C. The CRC shall file a copy of all reports submitted to the Client. In case the Client deems the information in the deliverable to be 'classified', the confidentiality of the said deliverable shall be ensured by the CRC and its constituents. However, the said deliverables shall always be available for the relevant Project Staff for reference and promotion, but not for reproduction.



APPENDIX 1

COMMON SYSTEM FOR SHARING GROSS REVENUE FROM CONSULTANCY

| | DESCRIPTION | % | NOTES |
|---|------------------------------|-----|--------------------------|
| 1 | Finders fee | 5 | As incentive |
| 2 | RNBGU - Development Fund | 5 | For the Corpus* |
| 3 | Consultancy Development Fund | 10 | CRC development** |
| 4 | RNBGU Share | 20 | |
| 5 | Consultancy Expenses | 60 | As per Project budget*** |
| | TOTAL | 100 | |

NOTES

- * The Corpus shall be used to promote RNB- CRC and its consultancy activities, through business development
- ** The development funds for the CRC shall be used for:
- Hiring of dedicated staff
 - Paying for running expenses of CRC
 - Travel to conferences and seminars for presentation of the outcomes of research and consultancy
 - Purchasing equipment, software and consumables
- *** Project budgets shall be prepared on the basis of the sample budget sheet contained in Appendix 2.

EXCLUSION:

IN CASES WHERE THE PROJECT HAS BEEN AWARDED BY AN AGENCY OF GOVERNMENT, THE CALCULATION OF FEES AND SHARES MAY FOLLOW STIPULATIONS BY THE CLIENT.



APPENDIX 2

SAMPLE BUDGET SHEET FOR CONSULTANCY PROJECTS

TITLE OF CONSULTANCY PROJECT:

NAME OF THE CLIENT:

PROPOSED PROJECT TEAM

TEAM LEADER (with name of School):

| S.No. | COST DESCRIPTION | RATE | AMOUNT |
|-------|--|------|--------|
| 1 | Cost of equipment and Materials | | |
| 2 | Cost of travel (as per position/designation) | | |
| 3 | Cost of boarding & lodging (as per position/designation) | | |
| 4 | Honorarium for Team Leader | | |
| 5 | Honorarium for external Experts(s) | | |
| 6 | Honorarium for RNBGU faculty/staff | | |
| 7 | Honorarium for RNBGU students | | |
| 8 | Cost of equipment to be purchased | | |
| 9 | Cost of consumables | | |
| 10 | Cost of job-work (preparation for drawings, models, estimates, etc.) | | |
| 11 | Charges for usage of space for meetings and consultations | | |
| 12 | Data input costs | | |
| 13 | Costs of translation | | |
| 14 | Costs of secretarial services and preparation of reports | | |
| | SUB-TOTAL (A) | | |
| 15 | Miscellaneous / Contingency @ 15% of 'A' | | |
| | TOTAL COST | | |

NOTE: 1. Cost heads that are not relevant to the project may be left blank.

2. Additional Cost heads may be created as per the needs of the Project.

