



HINDUSTAN
INSTITUTE OF TECHNOLOGY & SCIENCE
(DEEMED TO BE UNIVERSITY)

A photograph of a large, modern, circular building with many windows, surrounded by green trees and a paved area. The image is partially obscured by a dark blue diagonal overlay on the left and a green diagonal overlay on the top right.

POLICY AND GUIDELINES FOR CONSULTANCY PROJECTS

Centre for Research & Consultancy

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Registrar
Hindustan Institute of Technology & Science
Padur, Kelambakkam,
Chennai - 603 103.

LIST OF ABBREVIATIONS

HITS	Hindustan Institute of Technology and Science (Deemed to be university).
PI	Principal investigator
MoU	Memorandum of Understanding
DA	Daily allowance
TA	Travelling allowance

PREAMBLE

Hindustan Institute of Technology and Science, Padur (hereafter referred to as "HITS") is an academic institute dedicated to excellence in teaching and research in consonance with the contemporary and future needs of India. The university is offering formal Undergraduate and Post-Graduate Programs, the institute actively encourages its faculty members and other academic staff members to undertake consultancy projects with industry and other comparable institutions of higher learning in the form of industrial consultancy. Consultancy works are undertaken to suggest solutions to real life problems in industry and socio economic problems experienced in the society. In this document, the processes to support these efforts have been included. A formal framework to guide the implementation of these processes is included in this document.

CONSULTANCY RULES AND NORMS

1. SCOPE OF CONSULTANCY SERVICES OFFERED

- 1.1 Consultancy Services may be offered to industries, service sectors, government departments and other national & international agencies in specialized areas of expertise available in the institute.
- 1.2 The service offered shall be along the lines of 'Professional Services' and will hence carry with them obligations and ethical requirements associated with such services as indicated in the standard terms and conditions (Annexure 1).
- 1.3 Consultancy services offered may cover a variety of activities.
- 1.4 Testing & Evaluation services are to be normally offered in selected specialized areas, in order to meet the needs of certain governmental and related agencies, special clients and other outside educational institutions.
- 1.5 Standardization and Calibration services may be offered in areas in which facilities are available or can be augmented. Such services should normally be backed by periodic Calibration / Standardization of laboratory equipment used for such purposes.
- 1.6 The consultancy work which are too complex to handle, because of certain constraints inherent in any academic and research environment should not normally be taken up.
- 1.7 All Consultancy works and related job need to be structured and

executed in the spirit of promoting HITS, as a vehicle for augmenting levels of excellence in teaching and research, for proper placement of HITS graduates (U.G. / P.G. / Ph.D.) and in the process, generating funds.

2. CONSULTANCY PROJECTS CATEGORIES

2.1 Each project shall be undertaken either under:

- (a) Standard Terms and Conditions, or
- (b) Specific Agreement or Memorandum of Understanding (MoU) describing the details of Contract and requires legal and expert clearance

In the former case, the work is taken up in good faith between the principal investigator (as defined in item 3) and the client, the obligations and responsibilities of both parties being limited by the standard terms and conditions. A copy of the Standard Terms and Conditions is attached as **Annexure 1**.

The latter case refers to projects that usually involve non-disclosure agreements, detailed negotiations of contract terms and signing of contracts in the form of agreement or MoU covering various aspects such as deliverables, milestones, payment schedules, role and responsibilities of the parties, non-disclosure of confidential information, disputes resolution, liability, Intellectual Property Rights (IPR) matters, arbitration, and applicable law. These projects involve significant amount of effort and time associated with the negotiation and implementation of the research contracts.

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

- (a) Category 1: Individual Consultancy: (Expert Advice and Development Project) Consultancy that does not involve the use of any institutional facilities and is solely based on the expertise of the Principal Investigator (as defined in item 3)
- (b) Category 2: Institutional / Departmental Consultancy: Consultancy that involves the use of University infrastructure / facilities such as equipment, instrument, laboratory staff, etc.
- (c) Category 3: Testing and Evaluation / Calibration and Standardization Services: The service involves the routine testing and evaluation in order to meet the needs of outside organization / agencies / educational institutions.

NB: The consultancy and related services should not interfere with

the normal teaching and research in the University.

3. ELIGIBILITY FOR UNDERTAKING CONSULTANCY

3.1 Consultancy and related assignments can be taken up by faculty members of Departments / Centres of HITS. All employees of HITS undertaking consultancy shall hereinafter be referred to as Principal Investigator (PI).

4. GENERAL CONSULTANCY RULES

4.1 All consultancy assignments by the faculty members should be undertaken with prior approval of the Head of the Department and permission of Director (Research) (In case of Centre of Excellence-Head of Centre).

4.2 A faculty member may be allowed to spend normally a maximum of one day per working week i.e. maximum of 52 days during the calendar year for consultancy. In special cases, Vice-Chancellor's permission may be sought.

4.3 Examinations, lectures, selection committees and other professional work of the faculty members are not to be included in the consultancy.

4.4 The consultancy account "Hindustan Institute of Technology and Science" should be maintained by Director(Research) and the Registrar.

4.5 All remuneration for consultancy should be received by demand draft or electronic transfer in favour of "Hindustan Institute of Technology and Science" payable at Chennai and individual faculty member should not receive any cash directly.

4.6 Service Tax as applicable should be paid by the client or PI should include in the total cost.

4.7 Remuneration paid to an individual faculty member for consultancy as his share in one academic year should not exceed his total salary for the year. Any amount in excess of this prescribed limit due to a faculty member will be remitted to the University development fund.

4.8 Daily Allowance (D.A) / Travelling Allowance (T.A) are to be paid as permissible according to University rules or as per agreement with the client and PI, and it should not be included in the consultancy fees.

4.9 Before, accepting the consultancy job, the faculty member shall obtain the approval as mentioned in 4.1 and the format **(Annexure 3)** for Approval for Consultancy Works can be used.

5. DISTRIBUTION OF CONSULTANCY FEES

5.1 The consultancy fee shall be distributed as under:

Consultancy Categories	PI and team members	University
Category 1 Individual Consultancy	50%	50%
Category 2 Institutional / Departmental Consultancy	40%	60%
Category 3 Testing and Evaluation / Calibration and Standardization Services Analysis and Characterization of Samples		100%

For Consultancy Distribution Proposal, the format (**Annexure 4**) can be used.

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

6. CERTIFICATION

6.1 The university (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.

NOTE:

For all matters not covered in this document, as a general principle, Director (Research) may be approached for consideration on case to case basis.

STANDARD TERMS AND CONDITIONS

1. **DECLARATION:** All works undertaken by Hindustan Institute of Technology and Science, Padur 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 Hindustan Institute of Technology and Science, Padur 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 Hindustan Institute of Technology and Science, Padur 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 Hindustan Institute of Technology and Science, Padur. The institute 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, Hindustan Institute of Technology and Science, Padur will not be held responsible for delays caused beyond its reasonable control.
5. **CONFLICT OF INTEREST:** Hindustan Institute of Technology and Science, Padur 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 Hindustan Institute of Technology and Science, Padur are to be through

- Demand draft (DD) in favour of “Hindustan Institute of Technology and Science” payable at Chennai

OR

- Electronic Transfer to the following account

Name of the Bank & Branch: Indian Overseas Bank, Padur

Account No. 255402000000001

IFSC Code: IOBA0002554

The DD or the details of electronic fund transfer can be sent to the Principal Investigator. The charges will also include any applicable tax and other levies, if any, as prescribed by the State / Central Governments 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:** Hindustan Institute of Technology and Science, Padur 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 Hindustan Institute of Technology and Science, Padur 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 Hindustan Institute of Technology and Science, Padur 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 Hindustan Institute of Technology and Science, Padur and the Client. Any unsettled disputes may be subject to resolution as per the Indian Arbitration and Conciliation Act 1996 and the legal constraints are subject to Chennai Jurisdiction only.

PRINCIPAL INVESTIGATOR

CLIENT

ANNEXURE 2A

HINDUSTAN INSTITUTE OF TECHNOLOGY AND SCIENCE

CONSULTANCY SERVICES

PROFORMA INVOICE

PROFORMA INVOICE			
Invoice From	Hindustan Institute of Technology & Science 1, Rajiv Gandhi Salai (OMR), Padur, (Via) Kelambakkam, Chennai - 603 103, India Phone: +91-44-2747 4262	Proforma Invoice No.	
		Date	
		GST Reg. No.	
		PAN No.	AAATH6508A
Invoice To	Name of the Client		
	Full postal address		
Particulars			Amount (Rs.)
Sub Total			
GST (18%)			
Any other charges / levies			
Net Amount			
Total			
<p>Amount Chargeable (in words): Rupees.....only.</p> <p>Mode of payment (Kindly tick) Demand Draft\Electronic Transfer</p> <p>For Demand Draft, No. dated in favour of “Hindustan Institute of Technology and Science” payable at Chennai drawn at Bank</p> <p>1. For Electronic Transfer, UTR No. dated from Bank</p> <p>2. TDS as applicable</p>			
For HINDUSTAN INSTITUTE OF TECHNOLOGY AND SCIENCE			
Name:	(Authorized Signatory)		
Designation:			
Department:			

**HINDUSTAN INSTITUTE OF TECHNOLOGY AND SCIENCE
CONSULTANCY SERVICES**

INVOICE

INVOICE				
Invoice From	Hindustan Institute of Technology & Science 1, Rajiv Gandhi Salai (OMR), Padur, (Via) Kelambakkam, Chennai - 603 103, India Phone: +91-44-2747 4262		Invoice No.	
			Date	
			GST Reg. No.	
			PAN No.	AAATH6508A
Invoice To	Name of the Client			
	Full postal address			
Particulars			Amount (Rs.)	
			Sub Total	
			GST (18%)	
			Any other charges / levies	
			Net Amount	
			Total	
Amount Chargeable (in words): Rupees.....only. Mode of payment (Kindly tick) Demand Draft \ Electronic Transfer For Demand Draft, No. dated in favour of "Hindustan Institute of Technology and Science" payable at Chennai drawn at Bank 1. For Electronic Transfer, UTR No. dated from Bank 2. TDS as applicable				
For HINDUSTAN INSTITUTE OF TECHNOLOGY AND SCIENCE				
Name:	(Authorized Signatory)			
Designation:				
Department:				

For Category 1 and Category 2

**HINDUSTAN INSTITUTE OF TECHNOLOGY AND SCIENCE
CONSULTANCY SERVICES**

APPROVAL FOR CONSULTANCY WORKS
(For internal use only)

Date:

CATEGORY OF CONSULTANCY

Category 1: Individual Consultancy

Category 2: Institutional / Department Consultancy

- 1 Name of the Principal Investigator (PI) :
- 2 Name(s) of staff member(s) :
in-charge of the work
- 3 Laboratory & Department(s)/ :
Centre undertaking the work
- 4 Organization for whom work is undertaken :
with address
- 5 Date of commencement :
- 6 Date of completion :
- 7 Total consultancy fees :

- Encl:** 1. Copy of the consultancy letter from the organization (Annexure 5)
2. Copy of the signed standard terms and conditions (Annexure 1)
3. Details of the expenditures for materials used

PRINCIPAL INVESTIGATOR

HEAD OF THE DEPARTMENT

DIRECTOR (RESEARCH)

For Category 1 and Category 2
HINDUSTAN INSTITUTE OF TECHNOLOGY AND SCIENCE
(DEEMED TO BE UNIVERSITY)
CONSULTANCY SERVICES
CONSULTANCY DISTRIBUTION PROPOSAL
(For internal use only)

Date:

CATEGORY OF CONSULTANCY

Category 1: Individual Consultancy

Category 2: Institutional / Department Consultancy

- 1 Name of the Principal Investigator :
(PI)
- 2 Name(s) of staff member(s) in-charge :
of the work
- 3 Laboratory & Department(s)/Centre :
undertaking the work
- 4 Organization for whom work is :
undertaken with address
- 5 Approval No. & Date :
- 6 Amount paid by the organization and :
Receipt No. & Date
- 7 Distribution proposal
 - i. Total consultancy fees collected :
from the organization
 - ii. GST [18% of 7(i)] :
 - iii. Total expenditures :
(Materials and consumables used)
 - iv. Legal charges, if any :
 - Balance amount** :
 - (Items 7(i) – [7(ii)+7(iii)+7(iv)])**

KINDLY CHOOSE WHICHEVER IS APPLICABLE

For Category 1: Individual Consultancy,

For PI and team members 50% of balance amount : Rs.

For University development facilities 50% of balance amount: Rs.

For Category 2: Institutional / Department Consultancy,

For PI and team members 40% of balance amount : Rs.

For University development facilities 60% of balance amount : Rs.

- Encl.:** 1. Details of the expenditures for materials used
2. Technical report duly signed by PI and Client/Technical Representative of Client

PRINCIPAL INVESTIGATOR

HEAD OF THE DEPARTMENT

HRD

ACCOUNTS

DIRECTOR (RESEARCH)

DIRECTOR

For Category 1 and Category 2
HINDUSTAN INSTITUTE OF TECHNOLOGY AND SCIENCE
LETTER FOR CONSULTANCY WORKS

Date:

- 1** Project Title :
- 2** Name and Address of the Organization :
- 3** Name of the Representative :
- 4** Designation :
- 5** Telephone :
- 6** Email :
- 7** Name of the Principal Investigator :
- 8** Designation :
- 9** Department :
- 10** Telephone :
- 11** Email :
- 12** Project Cost :
- 13** Service Tax :
- 14** Total Project Cost :
- 15** Duration of the Proposed Work :
- 16** Date of Commencement :

17 Date of Completion :

18 Scope of the Proposed Work :

19 Any other relevant details :

WE AGREE TO THE ABOVE PROPOSAL AND ALSO THE STANDARD TERMS & CONDITIONS OF HINDUSTAN INSTITUTE OF TECHNOLOGY AND SCIENCE (DEEMED TO BE UNIVERSITY).

Authorized Signatory of the Organization

Signature	
Name	
Designation	
Date	

For Category 1 and Category 2
(To be typed in the Organization Letter Pad)

LETTER FOR TESTING AND EVALUATION SERVICES

Date:

- 1** Title of Testing and Evaluation :
Services

- 2** Name and Address of the :
Organization/Institution

- 3** Name of the Representative :
- 4** Designation :
- 5** Telephone
- 6** Email :
- 7** Name of the Principal Investigator :
- 8** Designation :
- 9** Department :
- 10** Telephone :
- 11** Email :
- 12** Testing & Evaluation Cost :
- 13** Service Tax :
- 14** Total Testing & Evaluation Cost :
- 15** Duration of the Proposed Testing :
& Evaluation Work

- 16** Date of Commencement :

- 17 Date of Completion :
- 18 Any other relevant details :

REPORTS: Any testing and evaluation report given by HITS 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 HITS. The institute 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

WE AGREE TO THE ABOVE PROPOSAL AND ALSO THE STANDARD TERMS & CONDITIONS OF HINDUSTAN INSTITUTE OF TECHNOLOGY AND SCIENCE.

Authorized Signatory of the Organization/Institution:

Signature	
Name	
Designation	
Date	