



VELS



INSTITUTE OF SCIENCE, TECHNOLOGY & ADVANCED STUDIES (VISTAS)
(Deemed to be University Estd. u/s 3 of the UGC Act, 1956)
PALLAVARAM, THALAMBUR, PERIYAPALAYAM, THIRUVANMIYUR - CHENNAI

GUIDELINES FOR CONSULTANCY






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VISTAS has expertise in various research areas to provide knowledge and intellectual inputs which are of interest to the industry and other organizations. VISTAS is interested to offer Consultancy Services to the industries and others. The following guidelines will be followed towards the consultancy Services.


1. A consultancy project/task/work is one where faculty and research staff of VISTAS provide knowledge and intellectual inputs to industry or other organizations (within India and abroad), primarily for their purposes.
2. The requirement may originate from the industry / other organizations concerned or faculty can approach industry/other organizations. The faculty is expected to estimate the time and cost required to accomplish the task.
3. After mutual consent, a proposal is prepared by the Principal Consultant.
4. The budget for the proposal should be in one part. It should reflect project consultancy fee for Principal Consultant, co- Principal Consultant and others, overheads to VISTAS, and service tax on total amount, if applicable. Service tax is subject to periodic revision by the Government of India. Service tax is not applicable on projects, if the funds are received in foreign currency. Expenses on equipment, supporting manpower, and travel, contingency must also be included in the budget, if necessary.
5. All payments for consultancy work must come in the name of the Registrar, Vels Institute of Science, Technology & Advanced Studies (VISTAS), Chennai or the Principal Consultant, working at VISTAS. The Institution will then do the needful for complying with the statutory laws.
6. The faculty or Principal Consultant will handle the project account and spend funds as required. Share of the Institute should be transferred after completion of the Services.


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Vels Institute of Science, Technology
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Pallavaram, Chennai - 600 117.


The consultancy fee shall be distributed as given below:

Categories	Type	Principal Consultant and team members	Concerned Department	VISTAS
Category 1	Individual Consultancy	80%	10%	10%
Category 2	Institutional / Departmental Consultancy	60%	20%	20%
Category 3	Testing and Evaluation / Calibration and Standardization Services Analysis and Characterization of Samples	30%	40%	30%

7. All consultancy proposals must be sent under signature of the Principal Consultant to The Registrar for endorsement and approval.
8. Office of the Registrar will assign a unique internal number to the project proposal and the same will be used in all further internal communications.
9. For international consultancy projects the following are the conditions:
 - a. Funds are received in foreign currency;
 - b. service tax is not applicable;
 - c. The consultancy assignment with the other party/funding agency of foreign origin should be in conformity with the laws of all the Countries involved and/or International laws as the case may be.
10. All IPR related issues are agreed between the PI and the funding agency and should be cleared by IIPC before signing MoU/agreement. Preferably, IPR will be jointly shared by VISTAS and the industry/ organization unless specified otherwise in agreement.
11. When MoU/agreement is cleared from all angles and acceptable to both the parties, it will be signed by the PI and the Registrar and industry/organization. A copy of the duly signed MoU/agreement will be sent to the other party and a copy retained in the office of the Registrar and a copy given to Finance section of VISTAS.
12. These projects are headed by a Principal Consultant, and may have Co Principal Consultants and the deliverables are the responsibility of the Principal Consultant. The Institute will provide the Principal Consultant necessary support.


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13. The time spent on consultancy and related assignments by VISTAS faculty 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, Consultants may be permitted to utilize, on an average one non-working day per week.
14. Consultancy assignments may be taken up and implemented, within the constraints indicated above, provided they 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. If required, a clear indication of the earliest date on which the assignment can commence may be clearly spelt out in the proposal form.
15. The services of employees 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. Such work by employees may be compensated by suitable honoraria and must be a part of the budget. Students who are willing to work on consultancy projects may be permitted as per Institute norms to do so provided it does not affect their academic commitments and performance. Such work by students may be compensated by suitable honoraria and must be a part of budget.
16. Travel out of the campus on account of consultancy activities should be undertaken with intimation to the Dean/Director/Head of the Department.
17. Outstation travel on Consultancy Assignments may be undertaken normally with the prior approval of the Dean/Director/Head of the Department and The Registrar. In emergencies, prior intimation and subsequent sanction could be considered acceptable.
18. Faculty members should not use the name of VISTAS or its logo for consulting work, consulting reports, etc. except to identify the association of the consultant with VISTAS.


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(To be typed in the Organization Letter Pad)

LETTER FOR CONSULTANCY FROM INDUSTRIES / FIRMS

Date:

Project Title :

Name and Address of the Organization :

Name of the Representative :

Designation :

Telephone : Fax :

Email :

Name of the Principal Consultant :

Designation :

Department :

Telephone : Fax :

Email :

Project Cost :

Service Tax :

Total Project Cost :

Duration of the Proposed Work :

Date of Commencement :



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Date of Completion :

Scope of the Proposed Work :

Any other relevant details :

We agree to the above proposal and also the standard terms & conditions of Vels Institute of Science, Technology and Advanced Studies


Authorized Signatory of the Organization

Signature:.....

Name:.....

Designation:.....

Date:.....


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For Category3

ANNEXURE B

(To be Typed in the Organization Letter Pad)

LETTER FOR TESTING AND EVALUATION SERVICES

Date:

Title of Testing and Evaluation Services :

Name and Address of the Organization / Institution:

Name of the Representative :

Designation :

Telephone: Fax :

Email :

Name of the Principal Consultant :

Designation :

Department :

Telephone: Fax :

Email :

Testing & Evaluation Cost :

Service Tax :



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Total Testing & Evaluation Cost :

Duration of the Proposed Testing & Evaluation Work :

Date of Commencement :

Date of Completion :

Any other relevant details :

REPORTS: Any testing and evaluation report given by Vels Institute of Science, Technology and Advanced Studies, Pallavaram 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 Vels Institute of Science, Technology and Advanced Studies, Pallavaram. 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 Vels Institute of Science, Technology and Advanced Studies.

Authorized Signatory of the Organization / Institution:

Signature:.....

Name:.....

Designation:.....

Date:.....


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TERMS AND CONDITIONS

1. DECLARATION: All works undertaken by Vels Institute of Science, Technology and Advanced Studies, Pallavaram 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 Vels Institute of Science, Technology and Advanced Studies, Pallavaram 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 Vels Institute of Science, Technology and Advanced Studies, Pallavaram 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 Vels Institute of Science, Technology and Advanced Studies, Pallavaram. 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, Vels Institute of Science, Technology and Advanced Studies, Pallavaram will not be held responsible for delays caused beyond its reasonable control.

5. CONFLICT OF INTEREST: Vels Institute of Science, Technology and Advanced Studies, Pallavaram 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 Vels Institute of Science, Technology and Advanced Studies, Pallavaram are to be made through (i) Demand draft (DD) in favour of "Vels Institute of Science, Technology and Advanced Studies Consultancy" payable at Chennai OR (ii) Electronic Transfer to the following Account Name: Vels Institute of Science, Technology & Advanced Studies (VISTAS), Branch Name: Axis Bank,

Madipakkam, Chennai, Account Number: 911010014364240, IFSC Code: UTIB0000083. The DD or the details of electronic fund transfer can be sent to the Principal Consultant. The charges will also include any applicable tax and other levies, if any, as prescribed by the State / Central Governments from time to time.

All payments for consultancy work must come in the name of the Registrar, Vels Institute of Science, Technology & Advanced Studies (VISTAS), Chennai or the Principal Consultant, working at VISTAS. The Institution will then do the needful for complying with the statutory laws.


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: Vels Institute of Science, Technology and Advanced Studies, Pallavaram 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 Vels Institute of Science, Technology and Advanced Studies, Pallavaram 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 Vels Institute of Science, Technology and Advanced Studies, Pallavaram 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 Vels Institute of Science, Technology and Advanced Studies, Pallavaram 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 CONSULTANT


Registrar **CLIENT**
Vels Institute of Science, Technology
& Advanced Studies (VISTAS)
Pallavaram, Chennai - 600 117.

VELS INSTITUTE OF SCIENCE, TECHNOLOGY AND ADVANCED STUDIES

CONSULTANCY SERVICES - APPROVAL FOR CONSULTANCY WORKS

(For internal use only)

Date:

CATEGORY OF CONSULTANCY

Category 1: Individual Consultancy


Category 2: Institutional / Departmental Consultancy

Category 3: Testing and Evaluation / Calibration and Standardization
Services, Analysis and Characterization of Samples

1. Name of the Principal Consultant :
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:
5. i) Date of commencement :
ii) Date of completion :
6. Total consultancy fees :Rs.

- Encl:** 1. Letter of Agreement for Consultancy from the organization (Annexure A / B)
2. Copy of the signed standard terms and conditions (Annexure C)

PRINCIPAL CONSULTANT


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REGISTRAR

VELS INSTITUTE OF SCIENCE, TECHNOLOGY AND ADVANCED STUDIES

CONSULTANCY SERVICES - CONSULTANCY DISTRIBUTION

(For internal use only-To be submitted after the work)

Date:

CATEGORY OF CONSULTANCY

Category 1: Individual Consultancy

Category 2: Institutional / Departmental Consultancy

Category 3: Testing and Evaluation / Calibration and Standardization
Services, Analysis and Characterization of Samples

1. Name of the Principal Consultant :
2. Department :
3. Laboratory & Department(s)/
Centre undertaking the work :
4. Organization for whom work was done :
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 :Rs.
- (ii) GST [18% of 7(i)] :Rs.
- (iii) Total expenditures : Rs.
(Materials and consumables used)
- (iv) Legal charges,if any :Rs.

- (v) Balance amount :Rs.**
Item 7(i) – [7(ii) + 7(iii) + 7(iv)]



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KINDLY CHOOSE WHICHEVER IS APPLICABLE

For Category 1: Individual Consultancy,

For PI and team members : Rs.
80% of balance amount

For department development facilities : Rs.
10% of balance amount

For VISTAS development facilities : Rs.
10% of balance amount

For Category 2: Institutional / Departmental Consultancy

For PI and team members : Rs.
60% of balance amount

For department development facilities : Rs.
20% of balance amount

For VISTAS development facilities : Rs.
20% of balance amount

**For Category 3: Testing and Evaluation / Calibration and Standardization
Services, Analysis and Characterization of Samples**

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

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

- Encl:** 1. Details of the expenditures
2. Technical report duly signed by Principal Consultant and Client
/Technical Representative of Client

PRINCIPAL CONSULTANT

REGISTRAR


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