


# **General Guidelines for Consultancy Projects**



**The NorthCap University  
Gurugram**

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	The NorthCap University, Gurugram	
	<b>General Guidelines for Consultancy Projects</b> Research, Development and Industrial Liaison (RDIL)	13/07/ 2015

## 1. Role and Impact of Consultancy Projects

Consultancy constitutes an important activity in any university which is devoted to education and research. Consultancy assignments provide wide exposure to real life problems which require solution in specified time frames. Consultancy can provide clues for identifying R&D problems. Consultancy assignments can be professionally enriching and they can help in elevating the qualities of teaching, learning and research and development. On the whole it can aid in technological growth.

In consultancy assignments, not only the problems of the industries are addressed but the societal problems faced by the Governments are also addressed through technical solutions and decisions aimed at corrective measures. Professional status and recognition attained through consultancy can bring immense satisfaction to the individual faculty member/staff and immense credit to the university. Consultancy assignments open the doors for university-industry interaction, practical training, project work and placement opportunities for the students. In addition, there are opportunities for income generation for the individual faculty member and staff and the university. It could be planned in such a way that these income may be utilized for the professional growth of the individual faculty member and staff and the university.

In a university devoted to teaching and research, it is vital to ensure that the key objectives are always kept prioritized in mind and relentlessly pursued. Consultancy in spite of its beneficial facets has to be remembered as an able ally to our key objectives of teaching, and research.

Keeping its key objectives and the advantages in mind, consultancy needs to be recognized as an important facet of the university and it should be provided with requisite support and recognition as a performance indicator.

## 2. To Whom the Consultancy Projects are Offered

Consultancy projects may be offered to industries, service sector, Government departments, and other National and International agencies in niche areas of expertise available in The NorthCap University (hereinafter called (NCU).

### **3.Types of Consultancy Projects**

The faculty of NCU is competent to provide a wide variety of consultancy projects in almost every discipline, which can be grouped in to the following four types

Type I - Testing of materials in the laboratory/ field

Type II - Analysis / Design of systems/products/components/ processes/ projects

Type III - Offering short term courses/ training programs under continuing education program on request of any industry/organization or otherwise – HRD Consultancy

Type IV – Site visit

Type V - Any other

### **4.Time Allocated for Consultancy Projects**

A maximum of 52 working days per calendar year, may be allocated for consultancy work for each faculty member/staff keeping in mind the fact that such consultancy work should not in any way adversely affect academic responsibility of the concerned person.

### **5. Staff for Consultancy Projects**

Regular confirmed faculty, research scholars, technicians and students (PG and Ph.D.) will be eligible for carrying out consultancy projects.

### **6. Rules for Consultancy Projects**

#### **6.1 Project Initiation**

The client (sponsoring organization which gives the consultancy project) usually approaches the NCU for consultancy work through a faculty member or a functionary of the NCU (i.e. Head of the Department, Dean, Research Development and Industrial Liaison (RDIL), Director, and/or Vice Chancellor). The client should submit a written application to the concerned Head of the Department or to the Dean (RDIL), who will forward the application to the concerned Head of the Department. Continuing Education Programs or HRD (Type III) Consultancy Project can also be initiated by any faculty member / any other officer of NCU or the Head of the Department (HOD) for benefit of industry and other organizations. The HOD will appoint one of the faculty members in the service of the NCU as the Principal Consultant (hereinafter called PC) for the consultancy project.

The PC will be responsible for

(a) formulating the project proposal which may include

- (i) planning of the work to be done
- (ii) estimating costs according to the guidelines provided in the later section, and
- (iii) if necessary, identifying other Co-Consultants,
- (b) Co-ordination and execution of work,
- (c) Handling all communications with the Clients/Participants,
- (d) Writing of intermediate and final reports according to the project proposal,
- (e) Making recommendations to the Dean (RDIL) regarding expenditure from the Project and remuneration to be paid to faculty, staff and students,
- (f) Ensuring that all reports / certificates bear the name of the Principal Consultant and his/her signatures and the name(s) of the Consultant(s) who participated in the project.
- (g) Signing the Memorandum of Understanding (MoU) or Agreement with the client/ sponsor, if required.

## **6.2 Fixing Consultancy Fees**

### **6.2.1 General**

There are no rigid norms for calculating the Consultation fee. This depends upon several factors such as the time spent, the importance of the advice and the experience of the faculty, etc. While estimating the Consultancy fee chargeable to the client, the PC should keep in mind that only part of the total fee is available for distribution among the faculty, staff, and students. The remuneration will be paid to the faculty / staff /students as per norms and on the recommendation of the PC. Saving from the Consultancy charges will be divided between the NCU and the faculty/ staff after taking into consideration all expenses as per norms for the purpose.

### **6.2.2. Budgetary Norms**

The total agreed charges of a Consultancy project will consist of the NCU share, actual expenses, service tax, if any, and the man-day cost for the consultants. The actual expenses should cover the following costs related to the project:

- (i) For Type – I, II, IV and V consultancies, man-day cost of a consultant can be calculated from the average monthly salary paid to the faculty member acting as consultant in the following manner:

Cost of one man-day =  $(1.5 \times \text{average monthly salary})/23$  – rounded off to nearest Rs.500/-

At the current level of salary, the calculated cost of one man-day for different staff members as follows:

	Cost of one man-day (Rs.)
Senior Professor/Professor	10000
Associate Professor	8000
Assistant Professor	5000

The man-day cost should be revised periodically.

For HRD (Type-III) consultancy projects, honorarium to resource persons from NCU will be calculated following the guidelines of NCU for guest lectures.

- (ii) Expenses for work to be carried out on payment basis, remuneration to student assistants/project staff and honorarium to outside resource persons.
- (iii) Computational or other charges the PC may have to pay to the NCU or any other outside agency in the course of the execution of the work.
- (iv) Travel expenses in connection with the Consultancy Project work.
- (v) Hospitality expenses (tea, lunch, dinner and hotel) connected with the project
- (vi) Consumable materials to be used for the Consultancy Project.
- (vii) Charges to be paid for the use of specific equipment and NCU class rooms and space in the departments or central facilities for Consultancy Project.
- (viii) Expenses for publicity and printing of course material for HRD (Type III) Consultancy projects.
- (ix) Contingency expenses to cover cost of supplies, preparation of report, typing, word processing, drawing, drafting, stationery, reproduction, literature (books, journals, membership fee for professional societies), postage, courier, FAX and telephone (including rental and STD/ ISD call bills of telephone at residence or mobile phones), cost of insurance of personnel/ equipment being used for the project and medical reimbursement on duty (excluding major ailments) for staff etc.
- (x) Permanent equipment to be procured / fabrication of equipment or models for the Consultancy Project.
- (xi) Any other costs considered appropriate.

Estimates for the above expenses should be carefully prepared by the PC using Annexure – A keeping in mind the market rates for equipment, material and services to be procured from market and the time required for the project.

### **6.2.3 Expenditure Norms**

#### **a) Job Work**

The Principal Consultant may get specific job work done on payment from outside. However, such payment may not exceed 5% of the total amount contracted for the project.

#### **b) Student Assistants**

The Principal Consultant may engage NCU students (who may or may not be getting fellowship) as Student Assistants for consultancy and testing work on payment of Rs.150/- per hour subject to a maximum of 50 hours per month.

#### **c) Hospitality**

Expenses incurred on reasonable hospitality not exceeding Rs.800/- per head per meal and Rs.300/- per head for snacks etc. in connection with the consultation work can be charged as expenses.

#### **d) Travel**

The most expeditious and convenient mode of travel should be used to minimize period of absence from the NCU. There will be no restriction placed by the NCU on the mode of travel. In addition to T.A. and admissible DA as

per rules of the NCU, actual boarding & lodging expenses will be paid on production of receipt, subject to a maximum of twice the daily gross salary at the ceiling of the person's pay scale. Expenses on local travel by taxi will be reimbursed against cash receipt as per actuals. All these expenses will be met out of the Consultancy project funds.

The journey by hired-taxi as normal travel by the faculty member/resource persons for the project work for the following nearby stations will be approved at NCU approved rates :- 1. Delhi 2. Kurukshetra 3. Chandigarh 4. Noida 5. Roorkee

#### **e) Out of Pocket Expenses for Field Work**

The payment of "Out of Pocket Expenses" to the faculty and other Institute staff, project staff, and person engaged on work hire basis sent for field work connected with the sponsored research or consultancy projects will be admissible on the following conditions:

- (i) Out of pocket expenses will be admissible for the "field work" which will comprise of collection of field data from natural environment, mapping of an area, installation and maintenance of instruments in the field, performance of test in the field etc. for the purpose of sponsored research or industrial consultancy.
- (ii) Out of pocket expenses will be payable for the actual period of work at the work place and will not be admissible for the journey period.
- (iii) Out of pocket expenses will be permitted in addition to D.A.
- (iv) The rate of payment of Out of pocket expenses will be as per the NCU norms.

### **6.3 Time Frame and Payment Schedule**

#### **a) Time Frame**

The PC shall prepare the time frame for completing the Consultancy Project.

#### **b) Payment Schedule**

Normally the agreed charges of the project are to be deposited by the client, in full, before the work commences. However, this stipulation is negotiable. In cases where the work is started with only partial cost deposited in advance, the arrangements of subsequent receipt of funds from the client have to be clearly spelled out in advance. For HRD (Type III) Consultancy project, the participation fees from the individual participants or sponsoring industry/organization must be received in advance. All payment from a client/participant will be received by the Dean (RDIL) on behalf of the NCU, or Head of the Department, if accounts are maintained by the Department.

### **6.4 Starting of Execution of Consultancy project-Memorandum of Understanding (MoU)/ Agreement**

Once the consultancy charges, time frame and payment schedules are finalized by the PC, the Principal Consultant will take approval for undertaking the Consultancy project from the Vice-Chancellor through the H.O.D. and Dean-RDIL. An MoU/agreement (Annexure B) is to be signed between the PC and the client depending on the nature of consultancy project. The PC will

send the MoU/Agreement to the Dean-RDIL, who will then assign a number to the project and inform the same to the Principal Consultant and the Head of the concerned Department. The execution of consultancy project is then to be started by the PC. The above project number must be quoted in all subsequent correspondences within the NCU.

### **6.5 Mode of Payment of Fees**

All consultancy charges should be paid by the client in form of bank draft on a local scheduled bank at Gurugram in favour of The NorthCap University, Gurugram.

### **6.6 Completion / Closure of Project**

**6.6.1** A project is normally expected to be closed soon after the date of completion as stipulated in the original project proposal, unless an extension has been sought and granted. For the consultancy projects, which are not closed by the PC as expected, the RDIL office will take action for project closure at the end of the financial year in which the stipulated date of completion falls. The unspent balance in such cases will be transferred to the Department Development Fund (DDF) after due notice to the PC and HOD/DOS.

**6.6.2** All stock registers pertaining to projects will be deposited in the Departmental Office when the concerned project is completed and closed

### **6.7 Distribution of Amount Received for Consultancy Projects**

#### **6.7.1 Consultancy work involving use of NCU laboratory facilities (Type-I)**

For Consultancy work involving use of Laboratory facilities, the norms for calculation of various percentages for distribution will be as follows:

Total money received from client = A

Total expenditure on the project = E

Savings (S) = (A – E)

Amount to be paid as NCU share = 0.40 S

Remaining amount (F) = 0.60 S

Amount F is to be distributed to Consultants, technical and other staff on the recommendation of PC and HOD/DOS

#### **6.7.2 Consultancy work without use of NCU facilities (Type-II, Type-III, Type-IV & Type-V)**

Total money received from client = A

Total expenditure on the project = E

Savings (S) = (A – E)

Amount to be paid as NCU share = 0.30 S

Remaining amount (F) = 0.70 S

Amount F is to be distributed to Consultants, technical and other staff on the recommendation of PC and HOD/DOS



**6.7.4** However, in case of a large consultancy project to be funded by a Government Organization, NCU share may be determined with the approval of the competent authority.

**6.7.5** Sale proceeds of software products developed by a faculty member/ Scientist/ Research Worker, will be shared between the NCU and the individual as per the norms of Type-II Consultancy Project. If a student is involved in developing a software, he/she will be paid due share. A list of computer programs developed by a student as a part of the thesis will be included in the thesis as an Annexure.

#### **6.8 Claim of Share of Consultancy Fees**

The project will be deemed to be successfully completed on submission of the final project completion report to the client, acceptance of the report by the client and receipt of full consultancy charges. At the successfully completion of the Consultancy Project, the claim forms (Annexure-D) will be submitted by the PC countersigned by the HOD/DOS to the Dean (RDIL) for getting approval of the competent authority and remuneration will be paid to the faculty/ staff/students as per the approval.

#### **6.9 Distribution of NCU's Share**

The amount received as NCU's share from Consultancy Projects will be distributed for the following purposes.

**a) University Development Fund (UDF) –**

The objective of this fund is to form the corpus fund of the NCU.

**b) Department Development Fund (DDF) –**

The objective of this fund is to provide additional grant to the department for its developmental activities as well as for funding its other activities for which adequate funds are not available from other sources. This fund can also be used for activities like providing seed money for holding conferences/ workshops and seminars etc. The budget for utilizing DDF will be recommended by the Department Research Committee of the Department and approved by the competent authority.

**c) Professional Development Fund (PDF) –**

The objective of this fund will be to help the individual academic staff members in their professional development like purchase of research books, conference attendance, etc.. A part of the Institute share from Consultancy Projects will be transferred to the PDF of the concerned academic staff and utilized by them after taking due approvals as per NCU norms.

The following table gives the % distribution to the various funds.

Type of project	% Distribution			
	UDF	DDF	PDF	Incentive to office staff and staff welfare fund
<b>Type I</b>	70	10	10	10
<b>Type II &amp; Type III</b>	60	20	15	5
<b>Type IV &amp; Type V</b>	60	20	15	5

#### 6.10 Distribution for Project Staff

The following table gives the % distribution of the amount payable to the staff engaged in the consultancy project.

Category of staff	% Distribution
<b>HOD/DOS</b>	5
<b>Faculty</b>	60
<b>Technician</b>	Upto 30*
<b>Helper</b>	5

Note(\*) – Difference between 30% and actual distribution is to be credited to the Professional Development Fund

#### 6.11 Limitation

It is expected that only those Consultancy projects will be accepted by the NCU, which provide challenge befitting professional competence of the faculty members.

#### 6.12 Liability

In case any legal dispute arises between the Consultant(s) and the client such that the Consultant(s) are in any way, held responsible to make good the losses incurred by the Client, such liability will be restricted to a maximum limit, which will be calculated as follows:

Maximum Liability = The total amount charged for the project – the expenditure / liabilities on the project.

The PC shall bring this fact to the notice of the client. The expenditure / liabilities as determined by the Institute will be calculated as the expenditure / liability till such date on which the client informs the Consultant in writing to stop work on the project for on-going projects, or till the end of the project for completed projects. This amount does not include the remuneration paid to the Consultant(s) and staff of the Institute. The Institute may take a suitable insurance for this purpose on a rolling basis. The expenditure on this account may be charged to the UDF. The amount charged by the Institute is on lump sum basis. Submission of the requisite report on the work itself shall constitute the Utilization Certificate / final bill.

### **6.13 Conditions for Accepting Consultancy Project**

The conditions for accepting any consultancy project are given in Annexure – C and they should be conveyed to the client and signature of the client should be taken in that form.

**Annexure A**

**Estimation of Cost for Consultancy Project**

	<b>CALCULATION OF CONSULTANCY PROJECT COST</b>	<b>Review Date:</b>
		<b>Sheet 1 of 1</b>

**Title of Consultancy/CEP:** \_\_\_\_\_

**Client Name:** \_\_\_\_\_

**DETAILS OF THE PRINCIPAL CONSULTANT (PC) AND CO-CONSULTANT(s) (Co-C)**

	Employee's Name and ID	Designation	Dept/School	Actual Load* of this Consultancy (in days) in each Financial Year		Signature
				Current FY	Next FY	
PC						
Co-C						
Co-C						

\* i) As per Guidelines for undertaking Consultancy Jobs, total load should not exceed 52 days per financial year.

ii) The minimum time to be spent on any consultancy will be linked to the value of the job as follows:

Consultancy Value (excluding Service Tax)	Minimum Load for	
	PC	Co-C
Upto Rs. 1.0 lakh	0.5 day	0.5 day
Rs. 1.0 – 5.0 lakhs	1 day	1 day
> Rs. 5 lakhs	2 days	2 days

iii) Split-up the load if the period of consultancy runs through more than one financial year. The load of consultancy in the next financial year shall be subject to minimum of 0.5 day for each PC and Co-C.

**BREAK UP OF TOTAL CHARGES**

	Budget Head Description	Budget Code	Amount (Rupees)
<b>A.</b>	<b>EXPENSES</b>		
	<b>i) Recurring:</b>		
	Cost of Consultant Man-days for Type I, II, IV & V / Honorarium of NCU Resource Persons for Type III		
	Honorarium to Other Staff / Outside Consultants / Outside Resource Persons		
	Computational Charges		
	Travel and Hospitality		
	Consumable		
	Equipment/ Space Usage Charges		
	Publicity & Printing		
	Others		
	Contingency		
	<b>Sub-Total Recurring (A)</b>		
<b>B.</b>	<b>ii) Non-Recurring:</b> Equipment, Materials, etc.		
<b>C.</b>	<b>Fee for Scientific &amp; Technical Advice</b>		
<b>D.</b>	<b>Total Expenses (A+B+C)</b>		
<b>E.</b>	<b>University Overhead @ 35% of Total Expenses (D)</b>		
<b>F.</b>	<b>Total Consultancy Charges (D+E)</b>		
<b>G.</b>	<b>Service Tax @ 12% of F (Total Charges)</b>		
<b>H.</b>	<b>Education Cess @ 3% of G (Service Tax)</b>		
	<b>Gross Amount (F+G+H)</b>		

Signature of HOD/DOS/VC  
(DOS in case of HOD, VC in case of DOS)  
(Kindly ensure that the given load by PC / Co-C is realistic & not minimum)

Signature of Principal Consultant  
Date:  
Mobile:  
Phone Ext:

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**Annexure B**  
**Consultancy Project Agreement**

	<b>CONSULTANCY ASSIGNMENT PROPOSAL AND AGREEMENT FORM</b>	<b>Review Date:</b>
		Sheet 1 of 2

**The NorthCap University**

Research, Development & Industrial Liaison Cell  
 Sector 23A  
 Gurugram – 122017, Haryana  
 Phone - +91 124 2365811 / 12 / 13 (Ext - 230), Fax - +91 124 2367488  
 Email – rdil@ncuindia.edu

CON/

For Office use only

**TITLE OF CONSULTANCY** (Kindly fill in BLOCK letters)**PRINCIPAL CONSULTANT**

Name: \_\_\_\_\_ Designation: \_\_\_\_\_

Department/School: \_\_\_\_\_

Telephone: \_\_\_\_\_ Mobile: \_\_\_\_\_ email: \_\_\_\_\_

**EXPECTED TIME SCHEDULE**

Duration: \_\_\_\_\_ Years \_\_\_\_\_ Months \_\_\_\_\_ Weeks Starting Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**CLIENT DETAILS** (Kindly fill in BLOCK letters)

Firms Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person's Name: \_\_\_\_\_

Designation: \_\_\_\_\_

City: \_\_\_\_\_ PIN: \_\_\_\_\_

Phone: \_\_\_\_\_ Ext: \_\_\_\_\_ FAX: \_\_\_\_\_ Email: \_\_\_\_\_

**TOTAL CHARGES AND PAYMENT DETAILS**Mode of Payment: → ☐ By Draft ☐Currency: → ☐ Indian Rupees ☐ ☐ Foreign → Country: \_\_\_\_\_ Currency: \_\_\_\_\_Payment enclosed → ☐ Full Payment ☐ ☐ Part Payment ☐ ☐ No. of Installments: \_\_\_\_\_

Total Value (in figures)	Total Value (in words)	Bank's Name and Branch
DD No.	DD Amount	DD Date

**CONSULTANCY TYPE** (Please ✓)

- |   |  |   |
|---|--|---|
| <input type="radio"/> Product Development <input type="checkbox"/>      | <input type="radio"/> Process Development <input type="checkbox"/>       | <input type="radio"/> Checking of Design <input type="checkbox"/> |
| <input type="radio"/> Checking of Analysis <input type="checkbox"/>     | <input type="radio"/> Report writing/Evaluation <input type="checkbox"/> | <input type="radio"/> Advice <input type="checkbox"/>             |
| <input type="radio"/> Testing & Interpretation <input type="checkbox"/> | <input type="radio"/> Training & HRD <input type="checkbox"/>            |   |

**CLIENT TYPE** (Please ✓)

- |   |   |  |
|---|---|--|
| <input type="radio"/> Private Sector <input type="checkbox"/> | <input type="radio"/> Govt. Sector <input type="checkbox"/>         | <input type="radio"/> Public Sector <input type="checkbox"/>           |
| <input type="radio"/> Funding Agency <input type="checkbox"/> | <input type="radio"/> Foreign Organization <input type="checkbox"/> | <input type="radio"/> Others (please specify) <input type="checkbox"/> |

**SCOPE OF CONSULTANCY** (attach separate sheet, if necessary)

Deliverables	Time Frame

**AGREEMENT BETWEEN CLIENT AND PRINCIPAL CONSULTANT**

This agreement is subject to Standard Terms and Conditions contained herein (overleaf) for undertaking consultancy projects at The NorthCap University, Gurugram. The Principal Consultant (s) certify that these terms and conditions have been made known to the client organization and it has agreed to adhere to the same.

Signature of Principal Consultant

Date:

Signature of the Client

Date:

## **Annexure C**

### **Terms and Conditions for Undertaking Consultancy Project**



## STANDARD TERMS AND CONDITIONS OF CONTRACT FOR CONSULTANCY

These terms and conditions are to cover projects for development of products, processes, field studies, model studies, calculations, economic and technical consulting and other forms of project of specific interest to the Client. The conditions are binding unless otherwise agreed upon in a separate document.

1. **PROJECT PLANNING:** The NorthCap University (hereafter referred to as "the University") shall, together with the Client, prepare work plan and budget for the project or parts of the project whenever the project size or subject makes this necessary. This plan shall normally be accepted by the Client before commencement of the work of the project. The University shall supply information regarding progress of the project at any time at the Client's request. The Client may, with agreement of the University, follow the progress of the project personally or through a third party named by the Client. The University and the Client shall agree on the form and frequency of formal reports concerning the progress and the results of the project.
2. **RESPONSIBILITY:** The University undertakes to carry out the project as conscientiously as conditions allow, but accepts no economic responsibility, should the work not lead to expected results. The University accepts the project on the condition that the Client renounces all right to claim damages for losses sustained directly or indirectly in consequence of the work done by the University.
3. **DISCRETION:** The University undertakes to handle with discretion reports, results, the identity of the Client and all materials which the Client places at the disposal of the University in connection with the project.
4. **SUB-CONTRACTING:** The University reserves the right to allow any work, experimental or otherwise to be carried out by a third party provided this does not result in danger of information of a confidential nature coming to the hands of unauthorized persons.
5. **RESULTS OF THE PROJECT:** The results of all work done by the University in connection with the project, incorporated in written report in accordance with paragraph 1, shall remain property of the Client. Results arrived at with little or no involvement on the part of the Client are available free of charge for the Client's own use. However, the University reserves the right to use such results in connection with activities outside the scope of the project. Inventions are covered in paragraph 6. If the Client consists of several individuals, all questions of Client, rights between the Clients must be settled between such individuals, and are of no concern to the University. Unless otherwise agreed, all reports are to be sent to Clients in triplicate. The University has the right to retain a copy.
6. **INTELLECTUAL PROPERTY:** All reports of the University on the project are property of the Client, this includes inventions while working on the project.
7. **PUBLISHING THE RESULTS/OUTCOME OF THE CONSULTANCY:** The results/outcome of the consultancy must not be exploited by the Client organization for its business interests by using the University's name/logo through press advertisements/publicity material or in any other manner. Manuscript of academic papers, brochures, advertisements or other forms of published material which refers to or quotes the propriety results of the project shall be vetted by both parties before publication.
8. **COMMUNICATING RESULTS TO A THIRD PARTY:** The University may not, without written agreement of the Client, communicate the results of the project to a third party. The Client shall arrange necessary agreement of all parties on the Client's side who may have publication rights with respect to the project.
9. **PROJECT FOR OTHER CLIENTS:** The University may normally undertake other projects in the same field provided – to the best of the University's knowledge and belief – there exists no danger of information of a confidential nature coming into hands of a third party. Any agreement to restrict the University from undertaking similar projects during or after the life of the project, shall be covered by a separate contract.
10. **APPARATUS:** Instrument and/or equipment obtained in connection with the project and charged to the Client shall remain the property of the University unless otherwise it is specifically agreed by the University.
11. **GOODS AND SERVICE TAX:** In case the consultancy services involved GST, that will be applicable as per the prevailing rates at the time of payment of consultant charges as per government rules which shall be paid/borne by the client at the time of payment of the consultancy charges.
12. **NORMAL TERMS OF PAYMENT:** The payment of the University charges for the consultancy projects are required to be deposited in full (unless otherwise it is specifically agreed by the University) before the start of the work, through bank draft. The draft in favour of "The NorthCap University" should be sent to Dean, Research, Development and Industrial Liaison, NCU, Sector 23-A, Gurugram –122017, Haryana, India and drawn on any scheduled bank at Gurugram.
13. **NOTICES:** All notices and other communications required to be served on the University or the Client under the terms of this agreement, shall be considered to be duly served if the same shall have been delivered by hand or posted by registered mail to the University or the Client at its last known address of business.
14. **AMENDMENTS TO THE AGREEMENT:** No amendment or modification of this agreement shall be valid unless the same is made in writing by both the University and the Client or their authorised representatives and specifically stating the same to be an amendment of this agreement. The modifications/changes shall be effective from the date on which they are made/executed, unless otherwise agreed to.
15. **TERMINATION OF THE PROJECT:** The Client has the right to terminate the project at any time, but shall be liable for all reasonable expenses incurred in connection with halting work already in progress according to the agreed work programme. The University has the right to terminate the project with three months' notice except where otherwise agreed upon. The Client in this case will not be liable for any expenses incurred after the period of notice.
16. **DISPUTES:** In the event of any dispute or difference at any time arising between the parties relating to Consultancy project or any other clause(s) or any content of the right and liabilities of the parties or other matters specified therein or with reference to anything arising out of the Consultancy or otherwise in relation to the terms, whether during the Consultancy or thereafter, such disputes or differences shall be endeavoured to be resolved by mutual negotiations. If, however, such negotiations are infructuous, the dispute should be finally settled through Arbitration and Conciliation Act, 1996 by three arbitrators appointed in accordance with the said Act. The arbitrators shall give reasoned and speaking award.
17. **LIABILITY:** In case any legal dispute arises between the Consultant(s) and the sponsor such that the Consultant(s) are in any way, held responsible to make good the losses incurred by the Client, such liability will be restricted to a maximum limit which will be the total amount charged for the project less the expenditure / liabilities on the project.
18. **FORCE MAJEURE:** Neither party shall be held responsible for non-fulfilment of their respective obligations under this agreement due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, war, flood, earthquakes, strike, lockouts, epidemics, riots, civil commotion, etc. provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force-majeure conditions continued beyond six months, the parties shall then mutually decide about the future course of action.

Signature of Principal Consultant:  
Date:

Signature of the Client:  
Date:

## **Annexure D**

### **Form for Proposal for Distribution of Consultancy Project Savings**

	<b>PROPOSAL FOR DISTRIBUTION OF CONSULTANCY PROJECT SAVINGS</b>	Review Date:
		Sheet 1 of 1

Title of Consultancy: \_\_\_\_\_

Client Name: \_\_\_\_\_

Date of Start of Consultancy Project: \_\_\_\_\_

Date of Completion of Consultancy Project: \_\_\_\_\_

Date of Submission of Project Completion Report to the Client: \_\_\_\_\_

Amount Received from the Client: Rs. \_\_\_\_\_ (Whether Full / Part receipt)

Expenditure:

	Expenditure	Amount (Rupees)
A.	<b>i) Recurring:</b>	
	Honorarium of NCU Resource Persons for Type III	
	Honorarium to Other Staff / Outside Consultants / Outside Resource Persons	
	Computational Charges	
	Travel and Hospitality	
	Consumable	
	Equipment/ Space Usage Charges	
	Publicity & Printing	
	Others	
	<b>Sub-Total Recurring</b>	
B.	<b>ii) Non-Recurring:</b> Equipment, Materials, etc.	
C.	<b>Service Tax payable</b>	
D.	<b>Education Cess payable</b>	
E.	<b>Total Expenditure (A+B+C+D)</b>	

Savings from the Amount Received from the Client from Consultancy project:

University Share:

Amount distributable to Consultants:

Distribution amongst Consultants:

S.No.	Name of the HOD/DOS/Consultant/Staff	Department	Employee No.	Amount (Rs.)

Certified that the suggested distribution is per the university norms.

Date:

Principal Consultant

HOD/DOS

Dean-RDIL

Vice-Chancellor