



SARDAR PATEL UNIVERSITY

VALLABH VIDYANAGAR - 388 120, GUJARAT

NAAC-ACCREDITED 'A' GRADE WITH CGPA 3.25, (23-1-2017 TO 22-1-2022)

Website : www.spuvvn.edu



Criterion : 3

Key Indicator : 3.5 Consultancy

Metric No. : 3.5.1



"Every citizen of India must remember that he is an Indian and he has every right in this country but with certain duties."

- Sardar Patel



Sardar Patel University
University Industry Interaction Cell
(Accredited by NAAC with 'A' Grade)
Policy for undertaking Consultancy and Industry
Sponsored Research Projects
: Effective from September- 2019:
(As per Syndicate Resolution No.19, dated 16-08-2019)

1. STRUCTURE

- 1.1 The University Industry Interaction Cell (UIIC) is to be headed by a senior faculty of the University at the Professor's cadre on additional charge basis as decided by the Syndicate on the recommendation of the Vice-Chancellor. He/She shall be called as Convener. The single tenure of the Convener shall be a period of three years.
- 1.2 The UIIC Convener and IQAC Co-ordinator would constitute a committee, with approval of Vice Chancellor, consisting of Professors/Associate Professors/Assistant Professors of the university representing diverse academic and research expertise. The committee will meet regularly to discuss policy issues, to generate new ideas and approach for research and consultancies.
- 1.3 The cell, subject to the approval by the Vice-Chancellor, will appoint the requisite staff and expand the infrastructural facilities as and when needed.
- 1.4 The UIIC shall function in an office at a prominent place in the University administration building with good sign board and be provided with a telephone and updated information technology facilities.

2. FUNCTIONS

- 2.1 To create and update database and a directory on the Consultancy potentials of the faculty members of the University along with the available resources.
- 2.2 To identify the contemporary R & D problems, issues of mutual interest including testing/analytical service requirements through regular interaction with industries and professional institutions.
- 2.3 To publish and disseminate brochures covering information about UIIC and publication of annual news letter regarding ongoing consultancy projects, achievements and forth coming activities of the cell.
- 2.4 To encourage faculty and non-teaching staff to undertake consultancy assignments of diverse nature as outlined in the consultancy rules.
- 2.5 To encourage and facilitate the departments to generate revenue by offering analytical services/material characterization etc. as well as certification to other academic/research institutions and industries.



- 2.6 To interact with the industry for design and development of new courses as per the requirements of Industry and also increase the student participation in the industrial activities in the form of student internship programme.
- 2.7 To promote introduction of novel Certificate/Diploma programs related to pure and applied sciences and social sciences.
- 2.8 To facilitate the signing of MoU and development of Intellectual Property Rights(IPR)/patents by the University faculty based on products and processes developed.
- 2.9 To encourage the students for innovative thinking and research towards establishment of start-up, inculcate entrepreneurial skills and support entrepreneurship and establish incubation centers.
- 2.10 To review the consultancy policy/rules and regulations from time to time on the basis of the feedback from various stakeholders.

3. Provision for UIIC funds

The UIIC will require funds for its functioning as well as organizing events to promote academia industry interactions and the financial resources for the effective functioning of UIIC will be generated through:

- a. revenue from various consultancy services as mentioned in Item 7 of this document.
- b. Overhead component of Sponsored Projects as per existing University rules.

4. SCOPE OF CONSULTANCY SERVICES

- 4.1 Consultancy services may be offered to industries, service sector, government departments/agencies, non-governmental organizations (NGOs), national and international academic/research institutions in prominent areas of expertise available in the University.
- 4.2 The services shall be considered as the 'Professional Services'. It will be imperative to fulfill the obligations and ethical requirements associated with such services. (Annexure 1)
- 4.3 Consultancy and related services offered may be diverse in nature. It is categorized as under:

Category 1: Individual Consultancy:

Consultancy service/project that does not involve the use of any institutional facilities and is solely based on the expertise of the consultant. The consultant may even have to visit the site of client for providing his/her services.



Category 2: Institutional/Departmental Consultancy:

Consultancy that involves the use of University infrastructure / facilities such as equipment, instrument, laboratory staff, computational resources, etc.

Category 3: Testing and Evaluation/Calibration and Standardization Services: The service involves the routine testing and evaluation in order to meet the needs of the client.

5. ELIGIBILITY FOR UNDERTAKING CONSULTANCY

Consultancy and related services can be taken up by full-time faculty/technical/administrative staff members of University departments. Any full-time employee of Sardar Patel University undertaking consultancy shall hereinafter be referred to as a consultant.

6. GENERAL CONSULTANCY RULES

- 6.1 University Employee, intending to take up consultancy project/services, must submit a proposal (in a prescribed format- Annexure I) to UIIC for a prior approval. The proposal should be forwarded through the Head of the concerned department/section.
- 6.2 The consultant and the client shall submit signed document of "Standard Terms and Conditions" (Annexure I). It will be in addition to a MoU/agreement, if any, between the parties.
- 6.3 In case of individual consultancy (Category I), a consultant may be allowed to spend maximum of 60 days during the year for consultancy without affecting his/her academic duties.
 - 6.3.1 In order to promote consultancy ecosystem, the faculty member may be allowed 60 days On Duty Leave, if travel outside the University campus is required as in case of Individual consultancy. However, in such cases, Duty leave cannot be availed for more than 30 days at a stretch in an academic year, subject to the approval of Vice-Chancellor upon recommendation of the Head of the Department.
 - 6.3.2 In case, a consultancy is being offered to a client organization situated in Anand, consultant may visit the client organization in such a manner that it does not affect the work assigned to him/her at the department or University.
- 6.4 The examinations, lectures, selection committees and other professional work of the faculty members are not to be included in the consultancy.
- 6.5 All remuneration for consultancy should be received by demand draft or electronic transfer in favor of "Registrar - Sardar Patel University" payable at Vallabh Vidyanagar. Individual faculty member should not accept any payment in form of cash directly from the client.



- 6.6 All taxes, duties and charges as applicable should be paid by the client or consultant and should be included in the total cost of the project.
- 6.7 Daily Allowance (D.A.)/Travelling Allowance (T.A.) are to be paid as permissible according to University rules or as per the agreement between the client and consultant It should not be included in the consultancy fees.
- 6.8 The departments which offer consultancy services under category 3, will have to create a separate budget head 'Department Analytical Service Fund'. The fund under this head will be generated from consultancy charges earned under category 3. This fund will be used for consumables, maintenance and upgradation of equipments or procurement of new equipment. In case of the shortage of fund under this head, funds from DDF may be utilized for this purpose.

7. DISTRIBUTION OF CONSULTANCY FEES

The consultancy fee shall be distributed as under:

Consultancy Categories		PI & team members (%)	Department (%)	UIIC (%)
Category 1 Individual Consultancy	Consultancy fees up to 30 % of the annual gross salary	100	-	-
	Consultancy fees from 30 % - 100 % of the annual gross salary	70	15*	15
	Consultancy fees exceeding 100 % of the annual gross salary	50	20*	30
Category 2 Institutional / Departmental Consultancy		60**	20*	20
Category 3 Testing and Evaluation / Calibration and Standardization Services Analysis and Characterization of Samples		40**	50***	10

Note: The above breakup of the consultancy charges is only for the internal administrative use of the University and may not be described to the client in the proposal and only a lump sum figure of total consultancy charges may be quoted.

* This will be deposited in DDF of department undertaking consultancy

** The distribution of funds amongst staff involved will be decided by DIQAC for every type of the service undertaken and the same will be informed to UIIC. Any change or revision should be communicated to UIIC from time to time.

*** This amount will be deposited to Department Analytical Service Fund.



8. Submission of Report

The consultant should submit a report to UIIC at the end of consultancy. The report should include a summary of the budget, significant milestones/achievements, future prospects, equipment/instrument purchased and infrastructural facilities generated during the consultancy project(if any), details of the books/research publications/patents arising out of consultancy work.

8. Grievance and Redressal

- 8.1 In case of any grievance, both consultant and/or client can approach with a written representation to UIIC. The UIIC will hear both the parties and attempt to solve the matter within 10 working days from the receipt of the complaint.
- 8.2 In case of any dispute that remains unresolved between the consultant and client, the decision of the Vice-Chancellor will be final and binding to all parties involved.
- 8.3 In case of any legal dispute arising during the individual consultancy, the financial liability towards legal expenses will be borne by the consultant.
- 8.4 Jurisdiction: All agreement signed on behalf of the Sardar Patel University, Vallabh Vidyanagar will have the Jurisdiction of the court in Anand District of Gujarat State.

NOTE: For all matters not covered in this document, University Industry Interaction Cell may be approached for consideration on case to case basis.

**Incharge Registrar
Sardar Patel University
Vallabh Vidyanagar**





Guidelines for undertaking Industry Sponsored Research Projects

Industry Sponsored Research Projects

To enhance the effective interaction between academia and industry, faculty members of the University will be encouraged to undertake industry sponsored research projects in the application-oriented areas of research. Apart from providing an avenue to the industries for exploring innovative R & D ideas, skill enhancement, increase in employability and direct campus placement are the important student-specific goals of such projects.

The following are the general guidelines for such sponsored projects:

1. The projects can be sponsored by Industries/ Corporate Sectors/NGO's/Educational Trust/Public Trust, etc.
2. The term of such projects can be from one month to 3 - 5 years. If the term of project is less than 2 years and/or the total cost of the project is less than 5 lakhs, such project will be considered as Minor research projects. All other projects with term more than 2 years and total cost more than 5 lakhs will be termed as Major Research Projects.
3. Such projects can be either invited by Sponsoring Agency or can be proposed by PI who is a full time employee of the University. The project will be regarded as sponsored by such agency. The industry sponsored project can also be undertaken on collaborative basis with common interest to Academia and Industry.
4. The format of the project proposal shall include: Introduction, objectives, work plan with time line, resources required for the project (already available and accessible to PI and to be obtained or provided by the sponsoring institution), Budget (man power, consumables, contingency, Overhead charges. (@ 10 % of the total project cost or as per the terms of sponsoring agency).
5. There can be provision for procurement of equipment specific to the work of the project to be undertaken under following categories:
 - (a) Sponsoring agency can directly procure the equipment/instruments and provide it to the PI. The terms of the ownership and maintenance of the equipment on completion of project shall be stated clearly in the agreement. The maintenance of the equipment during the period of the project will be the liability of the sponsoring agency.
 - (b) Sponsoring agency can lend the equipment to the PI solely for the duration of the project. In such a case the equipment will have to be returned to the client organization and maintenance of the equipment during the period of the project will be the liability of the sponsoring agency.
 - (c) Equipment can be procured by PI as per the University rules. In such a case, the equipment will be owned and maintained by the university.



6. The start date of the project will be after the receipt of the first installment of grant sanctioned or as specified by Sponsoring agency and approved the University's Syndicate.
7. **Guidelines for hiring manpower under Industry sponsored projects:** The manpower can be hired on the basis of the term of project:
 - a. For projects less than 2 years' duration, the hiring of manpower shall be done by a departmental committee constituted by the Head of the Department in consultation with the PI.
 - b. For the projects more than 2 years duration, the hiring of manpower shall be done as per the University rules followed for a project funded by government agencies.
 - c. The remuneration of the personnel to be appointed for the project will be as per the University norms or as mentioned in the agreement done between industry and University.
8. **Progress review and Project completion report:** For successful implementation and completion of the project,
 - a. The PI shall review the progress of project according to the milestones mentioned in the proposal or as per the terms of the sponsoring agency and submit the copy of the progress report to General section of the University as well as UIIC in addition to the Sponsoring agency.
 - b. The PI will be responsible for the settlement of accounts, preparation of statement of expenditure, verification by Chief Accounts Officer and preparation of the Utilization certificate according to the format specified by the sponsoring agency. The Chief Accounts Officer will get the Utilization certificate signed by the University's Internal Auditor and provide it to the PI in at least three copies.
 - c. The PI will submit the technical report along with audited Utilization certificate to the sponsoring agency within three months of the completion of the project. The PI will also submit a copy of technical report along with Utilization certificate to University's General Section as well as to UIIC.
9. The PI will maintain a file containing the statement of final accounts describing the details of receipts for the expenditure incurred under various budget heads of the project and list of consumables. All items purchased under the project should be entered in Department Stock register as per the University rules except for items or articles which are to be returned to the sponsoring agency as mentioned in the project agreement made before initiation of the project.





ANNEXURE-I

STANDARD TERMS AND CONDITIONS

1. **DECLARATION:** Any work undertaken by Sardar Patel University (SPU), Vallabh Vidyanagar as part of the project will be in good faith and based on material / data / other relevant information provided by the Client.
2. **CONFIDENTIALITY:** Due care will be taken by SPU 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 SPU 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 SPU. 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, SPU will not be held responsible for delays caused beyond its reasonable control.
5. **CONFLICT OF INTEREST:** SPU 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 SPU are to be made in advance and in full before the start of the project through
 - (i) Demand draft (DD) in favor of "The Registrar, Sardar Patel University, Vallabh Vidyanagar" payable at Vallabh Vidyanagar. The DD 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:** SPU 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 SPU 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 SPU, and the Client. Terms and conditions regarding transferring / assigning / selling these rights to the Client shall be governed by a separate written agreement signed by authorized persons on behalf of both the parties.
10. **RESOLUTION OF DISPUTES:** Any disputes arising out of the project shall be amicably settled by SPU 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 Anand Jurisdiction only.

PRINCIPAL INVESTIGATOR

CLIENT




Incharge Registrar
Sardar Patel University
Vallabh Vidyanagar