



ORIENTAL UNIVERSITY, INDORE

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POLICY FOR CONSULTANCY

Acronyms Used:

Intellectual Property: IP.
Memorandum of Understanding: MOU
Oriental University Indore: OUI
Consultant Fees: CF
Charges for Personnel engaged in Technical Services: CPTS
Research Development Fund: RDF
Intellectual Property Assessment Committee: IPAC
Research and Development Agreement: R&DA
Industrial Research and Consultancy: IRC
Charges for Personnel engaged in Technical Services: CPTS

PREAMBLE

Oriental University, Indore encourages and supports the endeavors of departments and staff (i) to develop new ideas and innovate new products, services and concepts in all fields including but not limited to technology, pharmacy, science, management, law, education, social sciences and languages and to facilitate protection of Intellectual Property (IP). (ii) to interact with business, industry, public and private foundations, government agencies and non-government organisations in order to assure the relevance of their missions of teaching, research, consultancy and service; (iii) to provide for and facilitate the professional development of their staff, research scholars and students, and to promote the rapid expansion and application of knowledge, gained through research, to the needs of economy and society of the region, the nation and the globe.

1. Purpose

To (1) educate about situations that generate conflicts; (2) provide means for faculty and unclassified staff and the university to manage real or apparent conflicts; (3) promote best interests of students and others whose work depends on faculty direction; and (4) describe situations that are prohibited.

2. Applicability

- (i) All full-time faculties and other staff, and

- (ii) Any part-time faculty and other staff who are involved in the “design, conduct, or reporting” of sponsored research and/or any expert engaged for special skill purpose.

3. Policy Statement

Oriental University, Indore encourages the Departments, Faculties and Staff Members to interact with business, industry, public and private foundations, and government agencies in order to assure the relevance of their missions of teaching, research, consultancy and service; to provide for and facilitate the professional development of their faculty and staff, and to promote the rapid expansion and application of knowledge, gained through research, to the needs of economy and society of the region, the nation and the globe. With particular reference to such interaction, the University considers it of utmost importance that university employees conduct their affairs so as to avoid or minimize conflicts of time commitments and conflicts of interest, and that the staff must be prepared to respond appropriately when real or apparent conflicts arise.

4. Reporting of Consulting

The faculty member must inform the chief academic officer, through the department chair or head, the dean, of all external personal, professional activities. For all such activities, except those single occasion activities specified below, the faculty member must report in writing the proposed arrangements, and secure approval prior to engaging in the activities. [Note: the requirement for reporting consulting and for securing prior approval applies to both faculty and unclassified staff members at the University. Approval is required throughout the year for all faculty and unclassified staff members, including those on academic-year appointments or other appointments of less than twelve months.

5. Use of University Name

The Name of the Board of Regents, a Regents institution or the Regents System may never be used as an endorsement of a faculty member or unclassified staff member's external activities without expressed and advance written approval of the University chief executive officer and/or the Chancellor, as appropriate. Faculty members or unclassified staff members may list their institutional affiliate professional books, articles and monographs they author or edit and in connection with professional workshops they conduct or presentations they make without securing approval.

6. Scope of Consultancy Services offered

- 6.1. Consultancy Services may be offered to Industries, Service Sector, Government Departments, non-government organizations and other National and International agencies in niche areas of expertise available in the University.
- 6.2. 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 (Appendix 1).
- 6.3. Consultancy services offered may cover a variety of activities such as Feasibility Studies; Technology Assessments; Assessment of Designs and / or Current Manufacturing Process; Material, Energy, Environmental and Manpower Audits; Product Design; Process Development, Software Development; General Troubleshooting, Retrofitting Exercises, Recruitment and Training Systems, Performance Management Systems, Compensation Management Systems, Human Resource Development Initiatives, Financial Management Models, Marketing Management Models, Intensive

efforts for transfer of highly focused skills and expertise to select groups in specific organizations, vision and strategy statement and so on.

- 6.4. Testing and Evaluation services are to be normally offered in selected specialized areas. In order to meet the needs of certain Governmental and related agencies, and special clients (with long term association with the Institute) routine testing services may be offered, but to a limited extent.
- 6.5. 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.
- 6.6. Jobs which are too complex to handle, by virtue of certain constraints inherent in any academic and research environment-such as execution of certain types of works, should not normally be taken up irrespective of the availability of expertise and perceived needs of the clients.
- 6.7. All Consultancy and related jobs need to be structured and executed in the spirit of promoting OU-Industry Interactions, as a vehicle for augmenting (current) levels of excellence in teaching and research, for proper placement of OU graduates and in the process, generating funds.

7. Project Category

- 7.1. Each project shall be undertaken either under Standard Terms and Conditions (included in Appendix 1), or Specific Research Agreement or Memorandum of Understanding, describing the details of contract.

In the former case, the work is taken up in good faith between the consultant 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 Appendix 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, 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.

- 7.2. Consultancy and related services offered will be divided mainly into two categories:

Category E: Expert Advice and Development Projects: - This type of project will be Expertise intensive and based on the expertise of the Consultant.

Category T: Testing Projects: - This type of project will be Infrastructure intensive and will be based on extensive usage of the institute infrastructure.

- 7.3. Eligibility for Undertaking Consultation

Consultancy and related assignments can be taken up by:

- (i) All full-time faculties and other staff, and
- (ii) Any part-time faculty and other staff who are involved in the “design, conduct, or reporting” of sponsored research and/or any expert engaged for special skill purpose.

(i) Conflict of Interest

Consultants shall disclose to the Director- Consultancy Services in writing, the existence of (i) any relationship between him / her and the client funding the consultancy project or any vendor to whom payments are made from the project funds, in the form of involvement of any immediate relatives or (ii) any scope for potential disproportionate self-gain. Director- Consultancy Services will review such cases and decide appropriately, with the advice of a committee, to ensure that no actual conflict of interest exists and that such an involvement by the consultant does not adversely affect the consultant's objectivity, integrity, or commitment to the Institute and to the profession.

(iii) General Consultancy Rules

Consultancy work will be undertaken up by consultants subject to the following limits:

- 8.1. Consultancy 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.
- 8.2. The services of permanent employees of the University may be utilized for the execution of the consultancy projects provided it does not affect their primary functions and responsibilities to the University including teaching, research and administration.
- 8.3. Students who are willing to work on consultancy projects may be permitted as per University norms to do so provided it does not affect their academic commitments and performance. Such work by students may be compensated by suitable honoraria.

8.4. Consultancy Rules: Related Travel

- (i) Travel out of the campus on account of consultancy activities should be undertaken with intimation to the Head of the Department / Centre / Director-Consultancy services.
- (ii) Outstation travel on consultancy assignments may be undertaken normally with the prior approval of the Head of the Department / Centre and the Director-Consultancy Services. It is, however, anticipated that such approvals will be given within two working days in order to ensure that prior commitments to clients are honoured. In emergencies, prior intimation and subsequent sanction could be considered acceptable.

8.5. Consultancy Rules: Consultancy Project Execution:

Consultancy projects are normally initiated by requests / enquiries from the industry/clients directly to the University or by discussion between the industry and the Consultants.

- (i) When the enquiry is directly received by the University, the work will be assigned to specific consultants or groups of consultants depending on their expertise, and existing commitments, by the Director- Consultancy Services.
- (ii) In the event of a client preferring the services of a specific consultant, the assignment may normally be assigned to the identified person.
- (iii) All acceptance letters will be sent by the Director- Consultancy Services.
- (iv) Consultancy project proposals (prepared in response to a client's request) are to be approved by the Director-Consultancy Services who may examine the scope of the work and cost estimates. It is essential

to discuss proposed work plans with a client vis-a-vis the scope, in order to obtain clarity before the consultant prepares the cost estimates.

(v) In extreme emergencies, a consultant may take up an assignment with intimation to the Director-Consultancy Services, and then seek approval. It would, however, be necessary to ensure that the task involved is not a major one entailing total charges not more than Rs.50,000/- or, two days of faculty time, and payments are made immediately, well before submission of any formal report.

(vii) The charges, once finalized, will not be negotiable. However, if the scope is altered, a fresh estimate may be considered.

(vii) The minimum charges applicable in respect of consultancy jobs will be Rs.10,000 excluding any applicable tax.

(viii) It is desirable that Preliminary Diagnostic Discussions / Site Visits, leading to the generation of consultancy proposals may be charged at a minimum rate of Rs.5,000/- (US\$200 or equivalent in the case of international assignments) per day or part thereof, in addition to travel and incidental expenses as applicable. As an industry friendly move, the consultant may decide to absorb such charges for potentially large projects, into the final project cost.

Execution of projects: The Intellectual Property Policy of the University will govern all decision and actions concerning the generation, handling, protection and commercialization of the Intellectual Property.

(ix) The services of external consultants (especially retired Faculty / Research Scientists / Research Engineers) may be utilised to a limited extent in order to provide comprehensive services to clients. Such external consultants which may include will be entitled to a lump sum consultant fees which may be fixed after taking into account essential expenditure directly related to the assignment. Normal deductions by way of institutional charges, and mandatory taxes will, however, be made. The consultant fees payable to external consultants may not, normally, exceed 30% of the total project cost after recurrent expenditure.

8.6. Consultancy Rules: Related Payment schedule

(i) The charges for any assignment are normally payable in advance. However, exceptions may be made in respect of assignments involving charges exceeding Rs.1,00,000/- and with implementation periods exceeding 3 months.

(ii) In case of large assignments, a payment schedule linked to milestones can be worked out. Such a payment schedule should ensure that (i) advance payment is received for every segment of work, and (ii) the number of installments should be in consistent with the phases of implementation. The number of installments may not exceed four for a project implemented over a one-year period, and, this number needs to be scaled down accordingly for shorter duration projects.

(iv) Costing of Consultancy Projects:

The consultancy project costing is based on the following component charges:

- 9.1. Consultant Fees (CF): This will include charges for the time of the Institute and External Consultants. The CF is limited to 20% of the project cost for Category T (testing projects) jobs.
- 9.2. Charges for Personnel engaged in Technical Services (CPTS) are charges payable to the permanent employees of the Institute for their effort in the execution of the project. The CPTS is limited to 30% of the project cost for Category T jobs.
- 9.3. Project Staff Salaries (PSS): This refers to the salaries payable to temporary staff employed specifically for the project. The project shall also provide for 30% of PSS as House Rent Allowance (HRA).
- 9.4. Operational Expenses (OE): These include expenses incurred on consumables, contingencies, travel and daily allowance, honoraria for students and all other expenses related to the consultancy project.
- 9.5. Overheads (OH): Overheads will be charged at the rate of 20% of PSS, and OE (see 8.3 and 9.4 above) as applicable.
- 9.6. Capital Equipment (CE): This will include charges for the purchase of specific equipment for implementation of consultancy projects. No overheads are charged on this.
- 9.7. Service tax and other taxes as applicable shall be provided for in the project cost.

(v) Review and other Related Matter of Consultancy Projects

It is essential to provide an effective framework to ensure smooth implementation of consultancy projects in the context of Educational, R&D and related activities. Also, IRC should be in possession of basic information in respect of consultancy activities to meet various proactive as well as reactive needs. To meet these requirements, the implementation needs to be within the framework given below:

- (i) Proposals for large sized consultancy assignments may be reviewed by a small standing committee, comprising a segment of the IRC Advisory Committee.
- (ii) A short report on every consultancy project, upon completion shall be submitted to the Director-Consultancy Services by the Consultant. The reports shall be preserved as 'Classified Documents' for a period of typically five years, to be destroyed thereafter.

(vi) Other Matters

- (i) Earnings for Technology Transfer, Revenue Sharing and Royalty will be governed by the Intellectual Property Policy of the University.
- (ii) Notwithstanding the above, and keeping in mind the best interests of the University, consultancy may be taken up in exceptional cases, not covered by the above rules, with prior approval of the Director-Consultancy Services.
- (iii) Formulation of a comprehensive Intellectual Property Policy for the University.
- (iv) Inclusion of standard terms and conditions for consultancy projects not governed by agreements.

(vii) The Role of IRC in IP Protection

The Industrial Research and Consultancy at OU Indore aims to provide guidance, support and resources to all OU academic staff and facilitates protection and deployment of intellectual property. The purpose of this office shall include:

- (i) Creating awareness of the importance and role of IP Rights,
- (ii) Implementing the IP policy,
- (iii) Ensure transparency and fairness of the IP policy to encourage compliance,

(viii) The IP Policy:

This policy is applicable to all OU academic staff, as well as non-OU personnel associated with any activity of OU such as, but not limited to, Continuing Education Programme and covers different classes of Intellectual Property -- Patent, Copyright, Trade Mark / Service Mark, Design Registration, Trade Secret, Confidential Information and Integrated Circuits Layout.

(ix) Ownership

Except as stipulated above, OU shall be the owner of all invention(s) including software, designs and integrated circuit layouts created at OU.

- (i) Copyrightable Work: Ownership of copyright of all copyrightable work shall rest with the author(s) with the following exceptions:
 - a. If the work is produced during the course of sponsored and/or collaborative activity, specific provisions related to IP made in contracts governing such activity shall determine the ownership of IP.
 - b. OU shall be the owner of the copyright of work, including software, created by OU personnel with significant use of OU resources.
 - c. OU shall be the owner of the copyright on all teaching material(s) developed by OU personnel as part of any of the academic programs at OU. However, the authors shall have the right to use the material in her/his professional capacity. As the traditional exception, OU shall not claim ownership of copyright on books and publications authored by OU personnel.
 - d. OU shall be the owner of copyright of work produced by non OU personnel associated with any activity of OU with the intellectual contribution of OU personnel. However, the authors shall have the right to use the material in her/his professional capacity.
- (ii) Trade Mark(s) / Service Mark(s): Ownership of trade mark(s) / service mark(s) created for OUI shall be with OUI. In cases of all IP produced at OUI, OUI shall retain a non-exclusive, free, irrevocable license to copy/use IP for teaching and research activities, consistent with confidentiality agreements where entered into by OUI.
- (iii) Disclosures, Confidentiality and Assignment of Rights: For sponsored and/or collaborative work, the provisions of the contract pertaining to disclosure of creative work are applied. For all other invention(s) produced at OUI, if the inventor(s) wish to protect the invention(s) they produce, then they are required to disclose the creative work to the IRC at the earliest date using an Invention Disclosure form (IDF). Disclosure is a critical part of the IP protection process and it formally documents claims of inventor ship, the date of the invention and other details of the invention. The inventor(s) shall assign the rights of the disclosed invention to OUI. All OUI personnel and non-OUI personnel associated with any activity of OUI shall treat all IP related

information which has been disclosed to the IRC and/or whose rights are assigned to OUI, or whose rights rest with OUI personnel, as confidential. Such confidentiality shall be maintained till the date as demanded by the relevant contract, if any, between the concerned parties unless such knowledge is in the public domain or is generally available to the public. Renewal of IP Rights: A decision on the annual renewal of IP rights will be taken by a committee constituted by the Director-Consultancy Services. If OUI decides not to renew the IPR in any country, then it will assign the rights of the IP in that country to the creator(s) upon a request to that effect from the creator(s). In case of patents, the process of reassignment will be completed in a period of three months before the due date for its renewal. Renewal of IP Rights: A decision on the annual renewal of IP rights will be taken by a committee constituted by the Director- Consultancy Services. If OUI decides not to renew the IPR in any country, then it will assign the rights of the IP in that country to the creator(s) upon a request to that effect from the creator(s). In case of patents, the process of reassignment will be completed in a period of three months before the due date for its renewal. In all cases where IP rights in any specific country have been reassigned to the inventor(s), OUI shall not claim any share of proceeds earned through that IP in that country excepting for the costs already incurred by OUI.

(iv)Support

- a. Contracts and Agreements: All agreement including but not limited to the following categories, undertaken by any OUI personnel and students need to be approved by OUI.
- Allegiance, Affirmation & Confidentiality Agreement
 - Consultation Agreement
 - Evaluation Agreement
 - Research and Development Agreement (R&DA/MOU)
 - License Agreement
 - Technology Transfer Agreement
 - Alternative Dispute Resolution Agreement
 - Classified Information Non-disclosure (specific) Agreement.

Director- Consultancy Services acts as a final signing authority in all the categories of agreements listed above. IRC facilitates the process of framing such agreements by way of providing templates and services of professional consultants.

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b. Obtaining IPR:

If OUI opts to protect the creative work, it shall provide an IPR Advisor/Patent Attorney for drafting the IP application as appropriate. OUI shall pay for access to the relevant IP information databases and other associated costs. The inventor(s) shall conduct IP searches; study the prior art and provides the necessary inputs to assist in the drafting of the IP application. OUI shall bear all costs of drafting and filing an Indian IP application. If OUI chooses to file IP applications in other countries, then it shall bear the cost of application and other associated costs. OUI shall be free to enter into agreements with overseas institutions for protection and licensing of the IP.

(x) **Revenue sharing**

The net earnings (Total consultancy income from the project concerned minus all expenses incurred in carrying-out the consultancy project concerned) earned from the each of the consultancy projects will be shared as follows :

- (i) 60% among the project lead and the associated faculty and staff. The distribution may be decided at the starting of each project depending upon the extent of involvement of various persons in that project.
- (ii) 10% among the functionaries in the office of the Director-Consultancy Services. The distribution may be decided at the starting of each project depending upon the extent of involvement of various persons in that project.
- (iii) 30% to the Oriental University, Indore. This fund may be used for development of research and consultancy infrastructure.

(xi) Dispute Resolution

In case of any disputes between OUI and the inventors regarding the implementation of the consultancy and/or IP policy, the aggrieved party may appeal to the Vice Chancellor of OUI. He will form a Committee to recommend to resolve the dispute. The recommendation of the Committee will be placed before the Hon'ble Chancellor for his approval and the same would be binding on all parties.

(xii) Jurisdiction

As a policy, all agreements to be signed by OUI will have the jurisdiction of the courts in Indore and shall be governed by appropriate laws in India.

(xiii) Glossary

- 'Author' means faculty, students, staff or researchers hired for the project specific who has/have written or created a creative work.
- 'Collaborative Activity' is the research undertaken by OUI personnel in cooperation with industry and/or another researcher(s) who are not OUI personnel.
- 'Confidential Information': Information not in the public domain and declared confidential by parties as such in a MOU/Agreement that has been signed by the parties.
- 'Conflict of Interest' or a 'Potential Conflict of Interest' exists when an inventor/author is or may be in a position to use either creative work or influence for unmerited personal or family gain.
- 'Copyright' means the exclusive right granted by law for a certain period of time to an author to reproduce, print, publish and sell copies of his or her creative work.
- 'Copyrightable Work' is a creative work that is protectable under copyright laws. Copyright protection is available for most literary, musical, dramatic, and other types of creative work, including software, teaching materials, multimedia works, proposals, and research reports.
- 'Creators' are persons who have produced any original work.
- 'IP Assessment Committee (IPAC)' is a committee formed by the Director-Consultancy Services which decides on the issues of ownership and patentability among others consisting of a Chairperson, the Technical Officer (Secretary) of the IRC and at least three additional faculty members.

- 'Trade Secret' Usually some information such as know-how of commercial or strategic value that is not disclosed to all and is used in a restricted manner.

Note:

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

Appendix 1

STANDARD TERMS AND CONDITIONS

1. **DECLARATION:** All work undertaken by OU Indore 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 OU Indore 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 OU Indore 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 OU Indore. The institute reserves the right to retain one copy of the report and use the results of the project for its internal teaching and research purposes.
4. **WORK PERFORMANCE:** Every effort will be made to complete the specified work according to the planned time schedule. However, OU Indore will not be held responsible for delays caused beyond its reasonable control.
5. **CONFLICT OF INTEREST:** OU Indore 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 OU Indore are to be made in advance and in full before the start of the project, through a demand draft / crossed valid cheque, drawn in favour of The Registrar, OU Indore and sent to the Consultant or the address overleaf. The charges will also include any applicable tax as prescribed by the Government of India 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:** OU Indore 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 of OU Indore shall be limited to the funds received for the project.
9. **RESOLUTION OF DISPUTES:** Any disputes arising out of the project shall be amicably settled by both the organizations. Any unsettled disputes may be subject to resolution as per the Indian Arbitration and Conciliation Act 1996.

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