New Delhi

Consultancy Policy

1.1 Objectives

TERI School of Advanced Studies envisions a more sustainable world through the creation of knowledge and human capacity. In this regard the faculty of TERI SAS has gained expertise in important areas of sustainable development through their world class research in critical areas of knowledge. TERI SAS aims at promoting the use this expertise in augmenting its reputation by offering the services of its faculty members and researchers for collaborative research and consultancy services. It is expected that this Policy would create mutually beneficial opportunities for TERI SAS, its members of the faculty and researchers, students, various international, national, for-profit and non-profit organisations and thus contributing to the nation building.

1.2 Definitions

1.2.1 Consultancy Services: This will include an assignment for providing expert advice, problem solving, targeted training such as MDPs, teaching assignments for course(s)[1], laboratory-based testing and analysis report, market research and survey in the areas of the expertise of TERI SAS faculty and researchers.

1.2.2 Consultants: Faculty member/s and researchers of TERI SAS engaged in in Consultancy Services are hereinafter referred to as Consultant/s.

1.2.3 Beneficiary: The international, national, for-profit and non-profit organisations seeking Consultancy Services are referred to as Beneficiary.

1.2.4 Restricted Funds: Funds end-use of which is specified by the funding source such as donor, funding agency or client.

1.2.5 Unrestricted Funds: Funds end-use of which is not specified by the funding source.

[1] Invited talks and guest lectures will not be part of consultancy services

1.3 Conditions of Engaging in Consultancy Services on behalf of TERI SAS

1.3.1 Consultants shall undertake Consultancy only through a written agreement/ MoU/Sanction Letter with/from the Beneficiary. No Consultancy shall be undertaken through verbal agreements/assurances. As the reputation and goodwill of TERI SAS is involved, Consultants shall undertake Consultancy Services only in areas of their expertise.

1.3.2 Consultants shall not engage in any Consultancy Services that are in contravention to the laws of the land and also against the Vision and Mission of TERI SAS. During no stages of the assignments, the Consultants shall engage themselves in any illegal/unethical practices including payment of bribe/corruption.

1.3.3 TERI SAS encourages faculty members and researchers to undertake Consultancy Services as an Individual and also as Group Consultancy, comprising of a team of Consultants across Departments/Centres. All consultancy shall be referred to as 'Institutional Consultancy'.

1.3.4 Consultants shall undertake Consultancy Services by submission of consultancy proposal application to the Research & Development Cell (RDC) through Head of Department/Centre, on the recommendation of Director RDC and approval of Chairman, Research Advisory Committee (RAC). The total number of days allocated for undertaking consultancy activities shall be as per the provisions given in Section 1.3.5.

1.3.5 TERI SAS is a University engaged in imparting education and hence Consultancy Services undertaken by Consultants shall not affect their primary responsibility towards TERI SAS/their Department and most importantly the students. The time required for successful completion of Consultancy assignments shall under no circumstances be at the cost of UGC stipulated teaching hours of a Consultant and shall not be more than 52 working days. It shall be the responsibility of the Dean (Academic) to ensure this.

1.3.6 Consultants may sub-contract part of the Consultancy assignments after due approval from the competent authority (Section 1.3.4) to any person or Institution outside TERI SAS for which clear terms of reference shall be defined. The Consultant shall make sure that such person/institution and their activities and deeds are in no-way in contravention of the laws of the land.

1.3.7 The revenue/fee accruing from the Consultancy Services shall be accepted only through the official bank accounts of TERI SAS and these revenues shall be accounted and audited in accordance with the accounting/auditing practices of TERI SAS.

1.3.8 A written contract shall be signed by Consultant(s) clearly indicating the nature and details of work expected along with completion time at the commencement of the consultancy assignment.

1.4 Revenue sharing

1.4.1 Ownership of Intellectual Property Rights (IPR) and allocation of revenue/benefits accruing from such Rights from the Consultancy assignments shall be governed by the IPR of TERI SAS as promulgated from time to time.

1.4.2 Where there is a contradiction between terms and conditions of Consultancy contact/MoU/Sanction letter and this Policy the former shall survive except the Conditions stated in this Policy at 1.3.

1.4.3 This Policy shall apply only to the Net-Surplus in the Consultancy revenue after all Consultancy related expenses and taxes and other charges payable to the Government have been accounted for.

1.4.4 Subject to 1.3.5 of this Policy, no ceiling shall be placed on the maximum income that may accrue to Consultant/s. An overhead charge @20% of the gross consultancy amount shall accrue to TERI SAS.

1.4.5 Maximum ceiling from the net surplus to a faculty member as a consultant for a calendar year using 60:40 ratio as above will be applicable as followed:

- Assistant Professor - (Basic Pay + DA) for 52 days
- Associate Professor - (Basic Pay + DA) for 52 days
- Professor - (Basic Pay + DA) for 52 days.

The remaining balance shall go to the University development fund/corpus fund.

1.4.6 The Individual consultant's share as stated in 1.4.5 shall be disbursed to them after deduction of applicable taxes and the same shall be reported on all Income Tax documents. The consultant fee for project duration up to one year shall be paid after the completion of the assignment and for those beyond one year shall be based on the evaluation of the Research Development Cell.

1.4.7 The Institutional share of TERI SAS shall be further equally divided between TERI SAS on the one hand and the concerned Department/Centre/ of the concerned Consultants. This fund shall be utilised for the academic/research activities of the concerned Department/Centre.

1.4.8 Any overheads received by TERI SAS as part of restricted funds shall be equally shared between TERI SAS and the Department/Centre of affiliation of the Consultant/s.

1.4.9 The institutional share of TERI SAS (less the Departmental share) shall be equally distributed between the general expense account of TERI SAS and purchase of irrevocable Government Securities thereby adding to the Corpus funds of TERI SAS in a sustained manner.

1.5 Dispute Resolution and Jurisdiction of the Court

1.5.1 Any dispute regarding the implementation of this Policy shall be resolved internally by a Committee consisting the Vice Chancellor, the Registrar, Dean (A), Dean (R&P) and the Finance Officer. If any member of this Committee is him/her is a party to the dispute the Committee shall opt the senior most faculty member from TERI SAS as a member.

1.5.2 Dispute(s) arising with respect to the implementation of this Policy shall be subject to the legal and territorial jurisdiction of the Courts of Delhionly.