



New Delhi

### Policy on revenue sharing

#### 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

**121 : Consultancy Services** - includes an assignment for providing expert advice, problem solving, targeted training such as MDPs, laboratory-based testing and analysis report, market research and survey in the areas of the expertise of TERI SAS faculty and researchers.

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

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

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

**131** : 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.

**132** : 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.

**133** : TERI SAS encourages faculty members and researchers to undertake Consultancy Services as an Individual and also as a team of Consultants across Departments/Centres. Consultancies undertaken by individual consultants shall be referred to as ‘Individual Consultancy’ and the ones taken up as a team of Consultants shall be referred to as a ‘Institutional Consultancy’.

**134** : Consultants shall undertake Consultancy Services only with prior written approval from the Vice-Chancellor on the basis of reports from the Dean (R&R) and Dean (A).

**135** : 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 50% of the official working hours of the concerned Consultants. It shall be the responsibility of the Dean (A) to ensure this.

**136** : Consultants shall not sub-contract either in full or in part, the Consultancy assignments to any person or Institution outside TERI SAS. 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.

**137** : 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.

**138** : In case ‘Institutional Consultancy’, a written contract shall be signed by all participating Consultants clearing indicating the nature and details of work expected from each Consultant and also the time required for completion of the same at the commencement of the Consultancy assignment itself.

**1.4 : Revenue sharing:**

**141** : Ownership of Intellectual Property Rights and allocation of revenue/benefits accruing from such Rights from the Consultancy assignments shall be governed by the Intellectual Property Policy of TERI SAS as promulgated from time to time.

**142** : 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.

**143** : 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 has been accounted for.

**144** : Subject to 1.3.5 of this Policy, no ceiling shall be placed on the maximum income that may accrue to Consultant/s.: If the Revenue from Consultancy Assignments is a one-time accrual (i.e. it is not expected to periodically occur) overhead charges amounting to 20% of the Gross consultancy amount shall accrue to TERI SAS. The remainder shall be shared equally with the Consultant/s on the one hand and TERI SAS on the other.

**145** : In case the revenue is in the form of long-term periodical accruals, the Net-Surplus shall be shared in the ratio of 60:40 in favour of the Consultant/s on the one hand and TERI SAS on the other. No overheads shall be allowed in this case. The sharing of revenue shall apply to the non-restricted budget heads only.

**146** : The Individual consultant’s share as stated in 1.4.5 and 1.4.6 shall be disbursed to them after deduction of applicable taxes and the same shall be reported on all Income Tax documents.

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

**148** : Any overheads received by TERI SAS as part of restricted funds shall be

equally shared between TERI SAS and the Department/s and Centre/s of affiliation of the Consultant/s.

**149** : 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.

**1410** : In case 'Institutional Consultancy' the share in revenue of the Consultants shall be shared in proportion to the contract signed by the Consultants as per clause 1.3.8 of this Policy.

**1.5 : Dispute Resolution and Jurisdiction of the Court:**

**151** : 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&R) 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.

**152** : Dispute(s) arising with respect to the implementation of this Policy shall be subject to the legal and territorial jurisdiction of the Courts of Delhi only.