



ASSAM  
**DON BOSCO  
UNIVERSITY**

# **CONSULTANCY POLICY DOCUMENT**

**Revised Edition- 2022**

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## Section A — Consultancy Policy

*This policy deals with consulting, that is, where a person is engaged by a third party on a personal fee-for-service basis for the primary purpose of obtaining the benefit of professional knowledge, skills or expertise. Consulting activity is one of the important means by which staff at Assam Don Bosco University (ADBU) can make available their knowledge and expertise to government, public sector organisations, community groups and business. Such interactions in turn benefit the University, as staff bring back to their teaching, research and other roles the insights, experiences and contacts they have gained as consultants.*

### 1. Policy Statement

- a) This document sets out clear guidelines within which consultancy activity and other academia-related commercial services may be undertaken by University staff, how the University will support and reward staff that engage in consultancy, and how this activity will be developed and managed by Bosco ConTech, the Consultancy & Impact Study division of ADBU.
- b) The University recognises consultancy activity as an essential outlet for the dissemination of its knowledge and research outcomes. It encourages its staff to seek opportunities to apply ADBU resources and expertise to advance society and the economy. Where possible, consultancy activity will be carried out in areas that build on previous research within ADBU and align with the University's staff enrichment policy.
- c) Any projects (whether consultancy or research) involving human participants, their tissues or personally identifying data are covered by applicable University Research Governance Policies and, where appropriate, by legislation or regulations. All such projects must adhere to the appropriate University and broader policies and regulations, and follow the designated approval route for human research. In such cases, an ethical committee is to be formed with the help of established subject matter specialists by following the directives of the relevant statutory body (e.g., the Medical Council of India / National Medical Commission).
- d) It is envisaged that the University will benefit from consultancy activity in several ways, including:
  - Development of the economic and social context in which the University conducts its activity;
  - Improved teaching through exposure to the latest business and societal trends;
  - Improved research impact through the direct application of research and the enhancement of research strategy informed by trends in the economy and broader society; and
  - The generation of income revenue used to enhance the University's ability to innovate and generate further economic impact.

### 2. Definitions

- a) Certain terms are used in this document with specific meanings, as defined in this section. These definitions do not necessarily conform to customary usage.

- b)** "University" means Assam Don Bosco University (ADBU).
- c)** "Bosco ConTech" is the Consultancy & Impact Study Centre of ADBU. It is a centre established by the University to direct, guide, approve, and monitor all the University's consultancy and knowledge-transfer activities. Its framework and functioning guidelines are provided in Section C of this document.
- d)** "Consultancy" is professional work carried out on behalf of a third party utilising the knowledge and expertise of a member or members of University staff and, in some cases, the equipment and facilities of the University.
- e)** Within this definition, consultancy does not include:
- Matters relating to publicly-available University courses;
  - Work predominantly relating to Research and Development;
  - Professional services provided for a fee or consideration by one employee or part of the University to another part of the University (an 'Internal consultancy');
  - Writing any book, a chapter of a book, journal or other publication where the subject matter is within the staff member's academic discipline and attribution of the author's affiliation with the University is set out with the publication;
  - Moderation activities conducted for "Third Party Providers". Such responsibilities and work will be regarded as part of the required duties of academic and teaching staff with such responsibilities being part of the allocated workload;
  - Examining a thesis for an award of a University or setting and marking examinations for another institution;
  - Occasional broadcasts, lectures and/or appearances (but excluding a contracted series of such lectures, appearances, etc.).
- f)** "Principal Consultant" means the staff member acting as the consultancy initiator or, where more than one staff member is involved, the staff member designated as the principal Consultant undertaking the major part of the work involved. The Principal Consultant has overall responsibility for the consultancy's performance, including financial management and reporting requirements. Other members of the consultancy team will be known as Co-Consultants or Associate Consultants.
- g)** "University Overhead" is the overhead levied by the Finance Department at ADBU to cover professional services for the administration of claims, invoicing, and income distribution from consultancy projects, as set out in Table 1.
- h)** "Use of University Resources" — for the purpose of distinguishing the columns in Table 1, a consultancy project shall be deemed to use University resources if any one or more of the following applies:
- Use of University laboratories, workshops, instruments, software licences, computing facilities, or specialised equipment;

- Use of University vehicles, dedicated office space (beyond the consultant's normally-allocated workspace), or studio/clinical facilities;
- Engagement of University technical or support staff (other than the Principal and Co-Consultants themselves) for project execution;
- Use of consumables, chemicals, materials or stores from University inventories.

Routine use of University email, telephone, the consultant's normally-allocated office, and ordinary stationery shall not, by themselves, constitute "use of University resources" for the purpose of overhead determination. Where there is doubt, the Director, Bosco ConTech shall make a determination at the time of approval and record it on the Consultancy Approval Form.

### 3. Types of Consultancy

Consultancy utilises the specialist skills and knowledge of University staff. In all cases, the activity will benefit the individual staff member, their School, faculty and/or the University. The types of consultancy under this policy can be classified as follows:

#### 3.1 General Consultancy

Sourced by the active involvement of a faculty member, with the provision of a professional service that may require the use of the University's name, services, space, facilities, equipment and paid work time, or other resources. With the University's approval, the staff member initiates the consultancy, takes the role of Principal Consultant, and provides professional services through the University to an external party for a fee or other consideration. Distribution of income is governed uniformly by Table 1 (Section 15).

#### 3.2 University Consultancy

A consultancy that is directly awarded to the University, or directly sourced by Bosco ConTech, where the work involves professional services and products provided to external parties for remuneration or other consideration, and may require the use of the University's name, services, space, facilities, equipment and paid work time, or other resources. In a University Consultancy, the University adopts the Principal Consultant's role through the appointment of a Project Leader.

Examples include, but are not limited to, laboratory testing, data analysis, surveys, and field trials. Paid internships, where interns pay to do an internship in the University's various entities, also come under this section.

Distribution of income for University Consultancies is governed uniformly by Table 1, with the columns under "Directly awarded to University" applicable. Faculty members appointed as Project Leader and any Co-Consultants are entitled to the consultant share specified in Table 1.

**Note:** If the Vice-Chancellor, on the recommendation of the Director, Bosco ConTech, determines that a particular activity falls within a staff member's normal contractual duties (and therefore is not consultancy under Section 2(e)), that activity falls outside this policy and outside Table 1; remuneration in such cases is governed by the staff member's terms of employment and shall be recorded on the Consultancy Approval Form as a non-consultancy assignment.

### 3.3 Community Service Consultancy

Refers to a consultancy that is undertaken for charity, community or public purpose, or corporate citizenship by staff members in their capacity as University employees, or using University resources, where such activities involve a low risk of litigation. Examples include strategic planning for community groups; design of a community attitudes survey for, say, a local Rotary Club; commissioned creative work or performances rendered to a community group or agency; and staff members serving on the Board of a Government Agency or professional body.

Where such consultancies are unpaid or pro-bono, no distribution applies. Where they are paid, distribution is governed uniformly by Table 1.

## 4. Eligibility

Subject to the approval of the relevant Head of Department and following the ADBU Consultancy Procedures:

- a) Academic staff and staff employed to manage and run University equipment and facilities are eligible to undertake consultancy projects on behalf of the University.
- b) Professional Services staff and Technical staff may undertake consultancy projects only when part of an academic-led team and subject to Section 6.
- c) PhD researchers may undertake consultancy projects, giving them invaluable experience working as a Consultant on a challenging business issue, and the opportunity to apply their knowledge in the real world. PhD researchers may work alongside their supervisor or be directed by colleagues but may not lead a project. Conditions are subject to Section 6.

## 5. Time Spent on Consultancy

- a) The maximum allowable number of days for consultancy activity is thirty days (one day equals eight hours) per financial year, at the discretion of and subject to the Head of Department's approval, except in the circumstances noted in Section 5(b) and 5(c).
- b) In circumstances where consultancy activity is likely to exceed thirty days, and the activity can be shown to be strategic for the University, the Consultant must apply for a review (in the format provided in the Annexure) through the Head of School to the Director, Bosco ConTech. Permission for the additional days may be granted if the Director, Bosco ConTech considers it necessary, after consultation with the Vice-Chancellor, Pro-Vice-Chancellor and Registrar.
- c) Where the number of consultancy days exceeds the limit specified in Section 5(a) and additional days have been approved under Section 5(b), income earned beyond the thirty-day equivalent will, after deductions for the University Overhead, be retained by the University in a standard cost code for business use under the control of the academic who generated the income (see Section 15 and Table 1, last column). The consultant share for the over-cap portion is reduced as specified in Table 1.

## 6. Key Responsibilities

- i. The Director, Bosco ConTech is responsible for ensuring that the University Consultancy Policy's implementation and operation are in line with the current overall Impact Strategy. Each month, the Director shall submit a detailed status report on consultancy activities to the Vice-Chancellor, Pro-Vice-Chancellor and Registrar of ADBU.
- ii. Where there is significant need for research facilities, Directors of Schools and/or the Research Director have the authority to prioritise consultancy activity within their areas of operational responsibility.
- iii. Consultancy contracts require formal approval from the Director of School, and in cases where research facilities are to be used, additional approval from the Director, Research, with due permissions from the management. Heads of School, the Research Director, and Heads of Department should be aware of the time spent by staff members on consultancy work. Any staff member undertaking consultancy activity must first obtain the approval of their respective HOD. In the absence of an HOD (for reasons of leave or illness), approval may be sought from the relevant Head of School.
- iv. It is the responsibility of each staff member to familiarise themselves with this policy and these procedures and ensure they comply with them.
- v. External consultancy partnerships (for example, with other educational institutions or external organisations) must be drawn up in co-operation with Bosco ConTech.
- vi. Heads of School/Directors are responsible for ensuring staff comply with this policy and that appropriate approval, financial, record-keeping and legal procedures are in place where relevant. A monthly monitoring report shall be submitted to Bosco ConTech by the Principal Consultants for proper monitoring and quality and impact study.

## 7. Appointment of Principal Consultant, Co-Consultant and Staff

- a) Usually, the faculty member or employee who sources the consultancy assignment shall be the Principal Consultant. It is mandatory to have a Co-Consultant in the project; any exception requires the Vice-Chancellor's approval.
- b) The following shall be considered while nominating the Principal Consultant and Co-Consultant:
  - That the Principal Consultant and Co-Consultant are academically/domain-wise most suitable and have volunteered for the work;
  - That acceptance of the consultancy project will not adversely affect their assigned duties and responsibilities in the University, and that consultancy requirements will not take precedence over University work.

**Note:** If there is any conflict of interest between University work and a consultancy assignment, it shall be immediately referred to the Director, Bosco ConTech for further instructions/guidance.

Where Bosco ConTech or the University has been directly awarded a project without the active involvement of any faculty member, Bosco ConTech shall nominate the faculty members or employees considered most suitable for undertaking the work in the roles of Principal Consultant and Co-

Consultant. The Registrar, on behalf of the Vice-Chancellor, shall formally appoint the Principal Consultant and Co-Consultant.

## 8. Project Initiation and Management

### 8.1 The Principal Consultant shall be responsible for:

- i. Formulating the project proposal, which may include scope for the assignment;
- ii. Estimating costs and consultancy fees;
- iii. Identifying other consultants if required, who shall be employees or students of the University;
- iv. Arranging for the signing of the Consultancy Agreement (per University guidelines) with the sponsor. The agreement shall specify the limited liability of ADBU and its employees and the dispute-resolution mechanism;
- v. Co-ordinating and ensuring timely execution of work;
- vi. Ensuring receipt of funds and issue of invoices;
- vii. Handling all communications in respect of consultancy projects with the sponsor;
- viii. Writing intermediate and final reports according to the project proposal;
- ix. Ensuring that all reports bear the name and signature of the Principal Consultant and the names of all Co-Consultants;
- x. Submitting a monthly progress report with fund utilisation, and a copy of the final report, to the office of the Director, Bosco ConTech;
- xi. Ensuring that the agreed charges of the consultancy project are deposited by the sponsor in full before work commences. This stipulation is negotiable; in cases where work begins with only partial charges deposited in advance, arrangements for subsequent receipt of funds from the client must be specified in advance;
- xii. Ensuring that no employee receives money directly from the sponsor;
- xiii. Ensuring that all expenditure is in accordance with the approved project; in case of any deviation, prior consultation with the Director, Bosco ConTech is required;
- xiv. Ensuring that all expenditure and receipts are submitted to the Finance Department monthly, along with an expenses tracker, and providing support in documentation including the issuance of any certificate. A copy of the same documents is to be submitted to Bosco ConTech for the official record.

## 9. Other Manpower and Resources

Bosco ConTech may approve participation of University students or other faculty members/employees on the recommendation of the Principal Consultant, subject to the following:

- a) The work does not impact the academic activities of the student(s) or duties of the employee(s).

- b)** Consent of the student/employee must be obtained in writing for his/her involvement in the consulting assignment. Students shall not be entitled to any concession in attendance norms, and employees shall not be entitled to any duty leave for this work.
- c)** Any payments to be made to the student/employee shall be determined and agreed in advance by the Principal Consultant and notified to the Director, Bosco ConTech.
- d)** The Principal Consultant may, with prior approval of the Director, Bosco ConTech, avail the services of external parties to the University, with or without payment, with due permission from the management.
- e)** All purchases for the consultancy project shall be made as per University procurement norms.

## Section B — Consultancy Procedures



*Each phase is governed by the timelines in Section 15.4 (Turnaround Times)*

*Figure 3 — Five-phase lifecycle of an ADBU consultancy project, from initiation to closure.*

### 10. Approval Process

The authorisation required for a consultancy project and the procedures to be followed are:

- a) When a consultancy opportunity is identified, the staff member should discuss the potential benefits, requirements and opportunities with their HOD or the Director, Bosco ConTech. The project must have the Head of School's support and approval as a first step. In case of any dispute over permission, the applicant may appeal to the Vice-Chancellor or Pro-Vice-Chancellor through the Director, Bosco ConTech.
- b) If research facilities are to be used, the approval of the concerned custodian is essential.
- c) Any projects involving human participants, their tissues or personally identifying data are covered by applicable University Research Governance Policies and, where appropriate, by legislation or regulations. All such projects must adhere to the appropriate University and wider policies and regulations and follow the designated approval route for human research. In such cases, an ethical committee is to be formed with the help of established subject matter specialists by following the directives of the relevant statutory body.
- d) Where there is potential for research impact, this should be discussed with the Director, Bosco ConTech, and the evidence required to support the research impact should be considered.
- e) The Consultant should ask the client for a clear Statement of Requirements (SOR).
- f) The Consultant should discuss the SOR with a member of Bosco ConTech, who can advise on reasonable costs and contracting for the project.

- g)** The consultancy project's details should be entered fully on a Consultancy Approval Form (Appendix I). The form will be reviewed by the Director, Bosco ConTech for further approval from the VC / Pro VC / Registrar of the University.
- h)** On approval, all staff named on the Consultancy Approval Form will be notified by the Director, Bosco ConTech, who will then draw up a Consultancy Services Agreement with the client on behalf of the University. Once the client agrees and signs the document, the VC / Pro VC / Registrar will sign on behalf of the University, and the project may commence; in the witness section the Director, Bosco ConTech will be the signatory. In some instances, clients may not wish to accept ADBU's standard Consultancy Services Agreement and may prefer their own contract, purchase order or Letter of Offer. In such cases, the Director, Bosco ConTech may, after consultation with Research & Impact, advise on and approve (if appropriate) the acceptability of the client's contract.
- i)** Staff must not undertake consultancy projects before the Consultancy Approval Form has been completed and approved by the Director, Bosco ConTech, and the Consultancy Services Agreement signed off. Failure to follow this procedure will be dealt with under Clause 15(e) (Compliance) of these Procedures.
- j)** It is the responsibility of each staff member to monitor the number of days being committed to consultancy activity in any financial year, in line with the maximum allowable number of days, and to advise their Head of School on the total as requested.

## Consultancy Project — Approval Process



Figure 1 — End-to-end approval process for a consultancy project (per Section 10).

### 11. Power to Change Principal Consultant and Co-Consultant

With approval from the VC / Pro VC / Registrar of the University, the Director, Bosco ConTech shall have the power to change the Principal Consultant and/or Co-Consultant nominated for the consultancy work at any time during the consultancy period due to illness, non-availability because of other pre-occupations, retirement, or otherwise as necessary considering time and quality issues.

### 12. Complaints / Appeals Process

In case of delay or non-cooperation from the departments, or if a member of staff feels they have been unfairly prevented from undertaking a consultancy opportunity, they may refer the matter to the Director, Bosco ConTech, who will attempt to resolve it. In the unlikely event that the matter remains unresolved, it may then be referred to the VC / Pro VC through the Director, Bosco ConTech, who will have the final decision.

### 13. Contractual Arrangements

Members of staff considering entering into contractual arrangements for the supply of consultancy services must discuss the drawing up of any agreements or contracts with the Director, Bosco ConTech before entering into commitments. This is a requirement of these Procedures and is in the professional interests of the member of staff. All consultancy-related agreements or contracts will be between ADBU and the client. The standard Consultancy Services Agreement supplied by Bosco ConTech (after approval from the VC / Pro VC) should be used in all practicable circumstances. Samples are available from Bosco ConTech upon request.

### 14. Project Costing / Pricing

- a) Bosco ConTech can advise on the pricing of projects and help the Consultant ensure that pricing takes account of prevailing market and competitive conditions.
- b) Consultancy projects must be accurately costed to ensure that staff and equipment overheads are appropriately covered. If the consultancy project involves equipment or facilities, these must be charged at the full economic costing rate.
- c) Where elements of the project work cannot be delivered by University staff and external sub-contractors need to be brought into the project, the procurement of sub-contractors must be done in compliance with University procurement guidelines. All sub-contractor procurement and payments shall be managed by the Director, Bosco ConTech, with formal financial approval from the VC / Pro VC and in line with ADBU's procurement procedures.
- d) All consultancy project pricing should be quoted to include the University Overhead specified in Table 1, applicable to the relevant column. The University share of the Distributable Balance (40% per Table 1, Row 8.2) is sub-allocated as follows and is reflected directly in Rows 8.2.a, 8.2.b and 8.2.c of Table 1:
  - 50% of the University share to the academic's School / Department (i.e., 20% of the Distributable Balance);
  - 30% of the University share to the ADBU Central Account (i.e., 12% of the Distributable Balance);
  - 20% of the University share to the Bosco ConTech reinvestment fund, ring-fenced for further investment in the Centre to make it self-sustainable (i.e., 8% of the Distributable Balance).

The deployment of the Bosco ConTech reinvestment fund shall be decided after discussion between the VC, Pro VC and Director, Bosco ConTech, with formal financial approval from the VC.

- e) Project expenses (Row 6 of Table 1) — including consumables, materials, travel, subsistence, and external sub-contract work — are billed to the client at cost and are not subject to the University Overhead. The University Overhead applies only to the Net Contracted Amount (NA) as defined in Table 1.
- f) If the consultancy work is subject to any government taxation (e.g., GST), the necessary tax shall be added at the prevailing rate on the invoice and is removed at Row 2 of Table 1 before any sharing calculation.

## 15. Distribution of Income

Table 1 below sets out the single, uniform method by which money received from a consultancy project is to be apportioned. All other clauses of this policy and all subsidiary forms (including Appendix IV) flow from this table; in case of any inconsistency, Table 1 prevails.

**Table 1 — Distribution of Consultancy Income**

S.No.	Item	Sourced by active involvement of Faculty		Directly awarded to University	
		Univ. resources NOT used	Univ. resources used	Univ. resources NOT used	Univ. resources used
1	Total money received (gross invoice value)	M	M	M	M
2	Less: Statutory taxes on invoice (e.g., GST)	T	T	T	T
3	Net Contracted Amount (NA = M – T)	NA	NA	NA	NA
4	University Overhead (deducted at source)	10% of NA	15% of NA	15% of NA	17% of NA
5	Remaining Amount (A)	90% of NA	85% of NA	85% of NA	83% of NA
6	Less: Project expenses (E) — travel, consumables, sub-contracted services, etc., billed at cost	E	E	E	E
7	Distributable Balance (DB = A – E)	DB	DB	DB	DB
<b>8</b>	<b>Distribution of Distributable Balance (DB)</b>				
8.1	Principal Consultant / Consultant Team	60% of DB	60% of DB	60% of DB	60% of DB
8.2	University share (total)	40% of DB	40% of DB	40% of DB	40% of DB
8.2.a	→ School / Department of the Consultant (50% of University share)	20% of DB	20% of DB	20% of DB	20% of DB

S.No.	Item	Sourced by active involvement of Faculty		Directly awarded to University	
		Univ. resources NOT used	Univ. resources used	Univ. resources NOT used	Univ. resources used
8.2.b	→ ADBU Central Account (30% of University share)	12% of DB	12% of DB	12% of DB	12% of DB
8.2.c	→ Bosco ConTech reinvestment fund (20% of University share)	8% of DB	8% of DB	8% of DB	8% of DB

Notation: M = gross invoice value; T = statutory invoice taxes (e.g., GST); NA = Net Contracted Amount; A = Remaining Amount after University Overhead; E = project expenses billed at cost; DB = Distributable Balance.

Worked example (single project, faculty-sourced, University resources used; Gross invoice ₹10,00,000 inclusive of 18% GST; project expenses ₹50,000):

Step	Calculation	Amount (₹)
Gross invoice (M)	Given	10,00,000
Less: GST (T)	18% on base	(1,52,542)
<b>Net Contracted Amount (NA)</b>	M – T	<b>8,47,458</b>
Less: University overhead	15% of NA	(1,27,119)
<b>Remaining (A)</b>	85% of NA	<b>7,20,339</b>
Less: Project expenses (E)	Assumed	(50,000)
<b>Distributable Balance (DB)</b>	A – E	<b>6,70,339</b>
Consultant Team share	60% of DB	4,02,203
School / Department	20% of DB	1,34,068
ADBU Central Account	12% of DB	80,441
Bosco ConTech reinvestment fund	8% of DB	53,627
<b>Total of all shares</b>	Should equal DB	<b>6,70,339 ✓</b>

### Distribution of Consultancy Income

Uniform calculation per Table 1 — values shown for the worked example



Verification: 60% + 20% + 12% + 8% = 100% of Distributable Balance

Figure 2 — Visual representation of how a consultancy invoice is processed and distributed (per Table 1).

#### 15.1 Personal Income (Consultant Team's 60% Share)

When the consultant team's 60% share is taken as personal income, the payment is subject to income tax and any other applicable personal taxes (e.g., TDS). The Finance Department of ADBU will deduct tax at source as per its standard operating procedure before payroll processing or bank transfer.

**Note:** The tax T deducted at Row 2 of Table 1 is the statutory invoice-level tax (e.g., GST) charged to the client and remitted to the government. It is distinct from personal income tax / TDS deducted from the consultant's payout under this clause. Both deductions occur, but at different points in the flow.

#### 15.2 Retained Income

- When taken as retained income, the consultant team's 60% share will be transferred to a Consultancy Income code (CI Head), or split between personal income and retained income at the consultant's election. The CI Head administers these funds, which are ring-fenced for academic use only and applied to employment-related expenses.
- In the case of internal consultancy — i.e., consultancy undertaken by a staff member where a University Department or School is the client — income may only be treated as retained funds against employment-related expenses (as described above) and not as personal payments.
- Retained consultancy earnings cannot be used to "buy out" teaching commitments.

### 15.3 Administration of Retained Funds

The consultant administers retained funds, which are ring-fenced for academic use only on employment-related expenses. Unspent consultancy amounts do not become part of the consultant's general core income. The School / Department continues to receive its sub-share of the University share on every consultancy project, as set out in Row 8.2.a of Table 1.

Academics with consultancy retained funds that have not been spent within twelve months will be given the option to divert the unspent amount to either: (a) their salary (liable for tax and applicable statutory deductions), (b) their School, (c) their Research Unit of Assessment, or (d) the ADBU University welfare fund managed by the Development and Alumni Relations Division.

Expenditure against retained amounts must follow the established University purchasing and approvals procedures. As personal income tax has not been paid on retained funds, these amounts may never be used for personal expenditure.

In whole or in part, the consultant may donate retained funds to the University for the advancement of activities — for example, to be used for staff costs or other recurrent costs such as a Research Assistant's salary or the purchase of equipment for academic or research purposes. Such donation requires approval from the VC / Pro VC through the Director, Bosco ConTech.

### 15.4 Turnaround Times / Service Levels

The following turnaround times are expected during the lifetime of each consultancy project:

- a) Approval of projects by HOD: within two working days of submission.
- b) Cost-centre setup: within five working days of approval, submitted by the applicant to the Director, Bosco ConTech for onward approval from the VC / Pro VC.
- c) Invoicing of completed projects: notified to the Director, Bosco ConTech within five working days of completion. The Director will inform and update the project status with the VC, Pro VC, Registrar and the IQAC Cell's in-charge within two working days of receiving the project completion information from the Principal Consultant.
- d) Processing of claims to funders, once notified by email and once all documentation is received: within seven working days.
- e) Distribution of funds to staff: within one month of receipt of payment from the client.

### **15.5 Compliance**

Failure to disclose, or to obtain prior written approval for, consultancy or any other work for external bodies as required by this policy shall be regarded as a disciplinary matter and subject to the University's disciplinary procedures. Disciplinary matters arising from the operation of this policy will be dealt with by following the University's existing HR procedures.

### **16. Conflict of Interest**

Engagement in consultancies must not create a conflict of interest, perceived or actual. Any conflict of interest, actual or perceived, must be reported to the Director, Bosco ConTech for resolution.

A conflict of interest may arise where an employee engages in consultancies at the expense of the University's interests or the interests of other employees or students. Examples of potential conflicts of interest include, but are not limited to:

- Financial or non-financial interests;
- Teaching or course work for another institution;
- Work performed for a supplier of goods or services to the University; or
- Work undertaken with an organisation to which the University supplies goods or services.

### **17. Consultancies with Other Tertiary Institutions**

Full-time members of the University staff should not accept regular consultancies with other institutions without obtaining permission in advance from the VC / Pro VC / Registrar of the University, through the proper channel as set out in Section 10 of this Section B.

### **18. Operational Gap Management**

The Vice-Chancellor shall decide any interpretational difference, or any operational gap, in this policy in consultation with the Pro VC and the Director, Bosco ConTech. In case of any inconsistency between this policy and any subsidiary form (including Appendix IV), Table 1 of Section 15 shall prevail.

### **19. Intellectual Property**

Any intellectual property arising from any Research and Non-Research Consultancies (except in the course of a private consultancy outside the scope of this policy) will be governed by the Intellectual Property Policy of the University. Other than copyright in the report explicitly created for the external client, all IP arising from a consultancy must belong to the University. If in doubt, advice must be sought from the Director, Bosco ConTech.

## Section C — Bosco ConTech: Aim, Objective and Framework

### 20. Preamble

All consultancy proposals, whether received by the University directly or through its employees, will be forwarded to Bosco ConTech for review and approval.

Bosco ConTech is the Centre for Consultancy & Impact Study at ADBU — a not-for-profit centre dedicated to promoting consultancy and to carrying out impact studies for consultancies executed by University staff. The impact study of consultancies and projects is essential to understanding the effectiveness of the consultancy services delivered under the University, and may be considered a quality-control procedure to safeguard the University's reputation. Bosco ConTech is a pedestal to help knowledge-driven enterprises and individuals to establish and prosper under organised technical, scientific and cultural guidance, and it facilitates the swift commercialisation of products based on sophisticated technology.

The main objective of Bosco ConTech is to produce successful consultancy and innovative services that will leave the University's Consultancy & Impact Study programme financially viable and freestanding. Bosco ConTech also aims to create job opportunities for University students through these consultancies, in roles such as Project Associate or similar; to help commercialise new technologies through product incubation; and to strengthen the University's start-up ecosystem. Consultants benefit not only from getting business but also from technical assistance and commercial opportunities where necessary.

The Bosco ConTech office shall maintain an up-to-date database of consultancy projects, with details such as date of start; client organisation; Principal Consultant and Co-Consultant details; date of approval by the competent authority; involvement of University facilities and resources; department; date of completion; consultancy income received to date; and fund-management information.

### 21. The Ecosystem

Bosco ConTech aims to coordinate, synergise and leverage the various strands of excellence driving consultancy and entrepreneurship in a thriving ecosystem consisting of research at the cutting edge of science and technology, a successful body facilitating industrial interactions, and incubation in sectors such as rural technologies, industrial solutions and social impact.

Bosco ConTech will support members of the ADBU community and its R&D partners in creating successful consultancy solutions that translate the benefits of technology and knowledge innovations to society at large.

### 22. Mission

*"To motivate, build and promote consultancy work, out-of-the-box thinking, and the development of innovative ideas. To build an environment that will facilitate the creation of social-enterprise knowledge through consultancy, and empower staff to apply their entrepreneurship abilities to develop solutions for greater social impact through academia."*

Bosco ConTech is the umbrella body for nurturing and overseeing innovation and entrepreneurship at ADBU. It will leverage past experience to give consultancy a more substantial push, and will serve to coordinate and promote innovation-driven activities at the University.

Bosco ConTech seeks to nurture technology- and knowledge-based ventures through its Consultant Assistance programme by providing the support consultants need to deliver to clients on time in a competitive market and reach a stage where they can scale up their ventures further. Bosco ConTech aims to build and share resources for prospective consultants through business support services, mentoring, training programmes (including market-trend studies), and similar activities. The scope of support is broad-based and covers technologies/IP developed wholly at the University or partly through external collaborations, and external ventures or start-ups with which ADBU members are associated as consultants or mentors. Bosco ConTech is also open to proposals with strong social and strategic impact.

- Not-for-profit centre.
- Explores various technical and non-technical consultancy opportunities for ADBU staff.
- When opportunities are located, the Director, Bosco ConTech issues a circular among the staff. Interested staff may apply, and Bosco ConTech screens applications to assess competency.
- Assists in the technology business incubation process to consultants where necessary.
- Conducts training and awareness programmes to develop consultancy practices among ADBU staff, including competitive events, lectures, workshops on soft-skill development, case studies, B-Plan competitions, and innovators' camps.
- Periodically surveys the fields in which various staff are capable of providing consultancies and prepares lists of working and non-working University equipment, so that consultancy work can be initiated immediately or after appropriate repair. No new equipment will be procured for consultancy work without an external financial grant.

### **23. Objectives and Major Activities of Bosco ConTech**

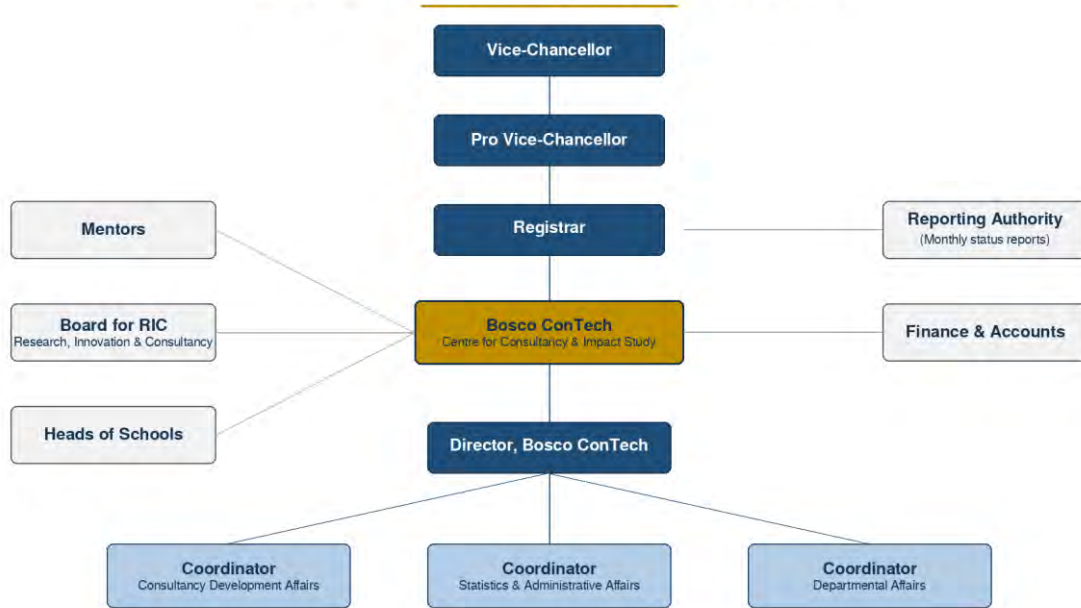
1. Searching for new consultancy opportunities and conducting initial commercial negotiations with prospective clients.
2. Monitoring and assisting existing consultancy-related projects.
3. Searching for industry-academia partnerships and ensuring meaningful execution with quantified deliverables.
4. Organising consultancy skill-development activities among staff and students.
5. Carrying out impact studies of consultancies in which the University is associated, to ensure proper work quality.
6. Coordinating between various entities where two or more departments are associated with one consultancy.

7. Acting as a catalyst to resolve conflicts of interest.
8. Commercialising technologies developed in academic and R&D institutions to reach end users for a fee, and interfacing and networking between academic and R&D institutions, industries and financial institutions.
9. Creating a collaborative environment between industry and academia through joint consulting assignments.
10. Incubating early-stage technology-based innovative entrepreneurial ventures.
11. Encouraging and enabling the alignment of consultancy activities with potential industry needs.
12. Identifying technologies/innovations with the potential for consulting.
13. Developing physical infrastructure and support systems for product incubation activities.

#### **24. Constitution of Bosco ConTech (Organogram)**

The constitution of Bosco ConTech follows the reporting structure illustrated in Figure 4 below. The Vice-Chancellor is the apex authority, with the Pro Vice-Chancellor and Registrar in the direct reporting line above Bosco ConTech. The Director, Bosco ConTech is the operational head, supported by three Coordinators (for Consultancy Development Affairs, Statistics & Administrative Affairs, and Departmental Affairs). The Board for Research, Innovation & Consultancy, Mentors, Heads of Schools, and the Finance & Accounts office interface with Bosco ConTech in advisory and support capacities.

### Bosco ConTech — Organisational Structure



— Direct reporting line  
 - - - Advisory / support relationship

Per Section 24 of the Policy

Figure 4 — Bosco ConTech reporting structure and advisory relationships.

## Section D — Appendices

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*The four appendices that follow are the operational forms and standard contract referenced throughout this Policy. They are presented in a formal, monochrome style suitable for printing, signature, and submission to internal and external auditors. Where any difference arises between an appendix and the main body of the Policy, the main body — and in particular Table 1 of Section 15 — shall prevail.*

## Appendix I — Consultancy Approval Form

*This form must be completed by the Principal Consultant and approved by the Head of School / Head of Department, the Director of Bosco ConTech, and the Vice-Chancellor / Pro-Vice-Chancellor before any consultancy work commences. A signed copy is to be retained by the office of the Director, Bosco ConTech and a duplicate by the relevant School or Department.*

<b>Form Reference No.:</b>	<b>Date of Application:</b>
----------------------------	-----------------------------

1. APPLICANT DETAILS	
<b>Full Name</b>	
<b>Academic / Professional Title</b>	
<b>Employee ID</b>	
<b>School / Centre / Unit</b>	
<b>Department</b>	
<b>Head of Department / School</b>	
<b>Email</b>	
<b>Telephone</b>	

2. CLIENT DETAILS	
<b>Name of Client Organisation</b>	
<b>Type of Organisation</b>	(Government / Public Sector / Private / NGO / Academic / Other)
<b>Primary Contact (Name &amp; Designation)</b>	
<b>Contact Email</b>	

<b>Contact Telephone</b>	
<b>Address</b>	

<b>3. PROJECT DETAILS</b>	
<b>Title of Consultancy</b>	
<b>Type of Consultancy (Section 3)</b>	<input type="checkbox"/> General <input type="checkbox"/> University <input type="checkbox"/> Community Service
<b>Proposed Start Date</b>	
<b>Proposed End Date</b>	
<b>Estimated Total Person-Days</b>	(maximum 30 days/financial year unless extension approved)
<b>Percentage of Working Time</b>	
<b>Estimated Contract Value (₹, excl. GST)</b>	
<b>Brief Description of Scope of Work:</b>	

<b>4. USE OF UNIVERSITY RESOURCES (PER SECTION 2(H))</b>	
<b>Will University resources be used?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>If Yes, specify the resources (laboratories, equipment, software licences, technical staff, materials, etc.):</b>	

<b>Applicable Column of Table 1</b>	(to be confirmed by Director, Bosco ConTech)

5. CONSULTANCY TEAM AND PROFIT-SHARE ALLOCATION	
<b>Principal Consultant</b>	
<b>Co-Consultant(s)</b>	
<b>Other Team Members (incl. students)</b>	
<b>Proposed allocation of the 60% Consultant-Team share among team members (must total 100%):</b>	

6. DECLARATIONS BY THE APPLICANT
<input type="checkbox"/> I confirm that the consultancy work I am about to undertake with this client has been fully declared, including the use of any University facilities, space, equipment, or staff time.
<input type="checkbox"/> I have read and understood the University's policy on Conflict of Interest (Section 16), and confirm that I have no other activities, responsibilities, or ownership entitlements that might lead to a conflict of interest. Any subsequently identified conflict will be reported promptly to the Director, Bosco ConTech.
<input type="checkbox"/> I undertake to comply with all reporting obligations set out in Section 8 (monthly progress and fund-utilisation reports).
<input type="checkbox"/> I confirm that the proposed consultancy will not adversely affect my assigned University duties.

<b>7. APPROVALS AND SIGNATURES</b>		
<b>Role</b>	<b>Name &amp; Signature</b>	<b>Date</b>
<b>Applicant (Principal Consultant)</b>		
<b>Head of Department / Head of School</b>		
<b>Director, Bosco ConTech</b>		
<b>Vice-Chancellor / Pro-Vice-Chancellor</b>		

*Distribution: Original — Office of the Director, Bosco ConTech. Copy — Applicant; Head of School / HOD; Finance Department.*

## Appendix II — Pro-forma Consultancy Services Agreement

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*Applicable to consultancy contracts up to and including ₹1,00,00,000 (Rupees one crore). For contracts above this threshold, a bespoke agreement shall be drafted by the University in consultation with legal counsel.*

**THIS CONSULTANCY SERVICES AGREEMENT (the “Agreement”) is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ (the “Effective Date”)**

**BY AND BETWEEN:**

ASSAM DON BOSCO UNIVERSITY, a university established under the Assam Don Bosco University Act, 2009, having its principal address at Airport Road, Azara, Guwahati – 781017, Assam, India (hereinafter referred to as the “University”), of the ONE PART;

AND

[NAME OF COMPANY], a company [incorporated under the Companies Act, 2013 / partnership firm / sole proprietorship / other], having its registered office at [address] (hereinafter referred to as the “Company”), of the OTHER PART.

(The University and the Company shall hereinafter individually be referred to as a “Party” and collectively as the “Parties”.)

**RECITALS**

WHEREAS the University, through its faculty and staff, possesses specialised academic and professional expertise; and

WHEREAS the Company desires to engage the services of the consultant identified in Schedule A (the “Consultant”) on the terms set out below; and

WHEREAS the University has agreed to make the Consultant available to the Company for the provision of the services described in Schedule A;

**NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein, the Parties hereby agree as follows:**

- 1. ENGAGEMENT.** The University shall make the Consultant available to provide the consultancy services described in Schedule A (the “Services”) for the period and for the maximum number of person-days specified in Schedule A.
- 2. CONFIDENTIALITY.** All confidential information disclosed by the Company to the University in connection with the Services shall be kept confidential by the University and the Consultant, in accordance with a separate Non-Disclosure Agreement to be executed between the Parties,

which shall set out the scope of the confidentiality obligations and the circumstances in which compulsory or statutory disclosure may be required.

- 3. FEES AND EXPENSES.** The Company shall pay the University for the Services at the rate set out in Schedule A (plus Goods and Services Tax (GST) at the prevailing rate) and shall reimburse the University, on production of supporting documentation, for all reasonable travel, accommodation, subsistence, and incidental expenses incurred in providing the Services. Invoices shall be raised in accordance with the schedule set out in Schedule A and shall be payable within thirty (30) days of the date of invoice. Late payments shall attract interest at the rate of 1.5% per month.
- 4. WARRANTIES AND DISCLAIMERS.** The Services shall be performed with reasonable skill and care. Save as expressly set out in this clause, the University gives no warranty, express or implied, in relation to the Services, including (without limitation) any warranty as to merchantability, fitness for any particular purpose, or non-infringement of third-party rights. The Company acknowledges that the use of the Services and any results thereof is entirely at its own risk.
- 5. LIMITATION OF LIABILITY.** The University shall not be liable to the Company for any indirect, incidental, consequential, or special losses, or for any loss of profit, revenue, business, goodwill, or anticipated savings, arising directly or indirectly from any breach of this Agreement, even if the University has been advised of the possibility of such losses. Notwithstanding the foregoing, nothing in this Agreement shall limit or exclude the University's liability for death or personal injury caused by its negligence, for fraud, or for any other liability that cannot lawfully be limited or excluded. The University's aggregate liability under this Agreement shall in no event exceed the total fees paid by the Company under this Agreement.
- 6. INTELLECTUAL PROPERTY.** All intellectual property rights arising from the Services (other than copyright in the deliverable report explicitly created for the Company) shall vest in and remain the property of the University, and shall be governed by the University's Intellectual Property Policy. The Company is granted a non-exclusive, non-transferable licence to use the deliverable report for its internal business purposes only.
- 7. TERMINATION.** The University may, by written notice, terminate this Agreement with immediate effect if the Consultant ceases to be employed by the University, becomes unable to deliver the Services, or if the Company is in material breach of any provision of this Agreement and such breach is not remedied within thirty (30) days of written notice. The Company may terminate this Agreement on thirty (30) days' written notice, subject to payment for all Services performed and expenses incurred up to the date of termination.
- 8. FORCE MAJEURE.** Neither Party shall be liable for any failure or delay in performance under this Agreement to the extent such failure or delay is caused by circumstances beyond its reasonable control, including (without limitation) acts of God, war, terrorism, civil unrest, government action, pandemic, or natural disaster.

**9. GOVERNING LAW AND JURISDICTION.** This Agreement shall be governed by and construed in accordance with the laws of India. Any dispute arising out of or in connection with this Agreement shall, in the first instance, be referred to mediation. Failing resolution within sixty (60) days, the dispute shall be subject to the exclusive jurisdiction of the courts at Guwahati, Assam, India.

**10. ENTIRE AGREEMENT.** This Agreement, together with Schedule A and any executed Non-Disclosure Agreement, constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral, relating to its subject matter. No variation shall be effective unless made in writing and signed by both Parties.

**IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorised representatives on the date first written above.**

<b>For and on behalf of the UNIVERSITY:</b>	<b>For and on behalf of the COMPANY:</b>
Signature:	Signature:
<b>Name:</b>	<b>Name:</b>
<b>Title:</b>	<b>Title:</b>
<b>Date:</b>	<b>Date:</b>
<b>Witnessed by (Director, Bosco ConTech):</b>	<b>Witnessed by:</b>

## Appendix III — Schedule A: Company and Engagement Details

*This Schedule forms an integral part of the Consultancy Services Agreement at Appendix II. Both Parties shall complete and initial each page.*

PART A — COMPANY DETAILS	
Company Name	
Legal Status	(Pvt. Ltd. / LLP / Partnership / Sole Prop. / Other)
Date of Incorporation	
Place of Incorporation	
Corporate Identification No. (CIN)	
GSTIN	
PAN	
Registered Address	
Primary Contact Name	
Primary Contact Designation	
Primary Contact Email	
Primary Contact Telephone	

PART B — ENGAGEMENT DETAILS	
Name of Consultant (Principal)	

<b>Name(s) of Co-Consultant(s)</b>	
<b>Description of Services to be provided:</b>	
<b>Period of Engagement (Start Date)</b>	
<b>Period of Engagement (End Date)</b>	
<b>Maximum No. of Person-Days</b>	
<b>Daily Rate (₹, excl. GST)</b>	
<b>Total Contract Price (₹, excl. GST)</b>	
<b>GST Rate Applicable</b>	
<b>Total Contract Price (₹, incl. GST)</b>	

<b>PART C — INVOICING AND PAYMENT SCHEDULE</b>	
<b>Invoicing Frequency</b>	(Monthly / Milestone-based / Other)
<b>Payment Terms</b>	(within 30 days of invoice date, unless otherwise specified)
<b>Milestone Schedule (if applicable):</b>	

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<b>Initials (University):</b>	<b>Initials (Company):</b>
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## Appendix IV — Distribution of Consultancy Earnings

*This form mirrors Table 1 of Section 15 step-for-step. In case of any difference between this form and Table 1, Table 1 shall prevail.*

PART A — PROJECT IDENTIFICATION	
Date of this Distribution Proposal	
Title of Consultancy	
Name of Client	
Consultancy Approval Form No. & Date	
Receipt / Invoice No.	
Date of Receipt of Funds	
Type of Project (per Table 1 columns)	<input type="checkbox"/> Faculty-sourced, no Univ. resources <input type="checkbox"/> Faculty-sourced, Univ. resources used <input type="checkbox"/> Univ.-awarded, no Univ. resources <input type="checkbox"/> Univ.-awarded, Univ. resources used

### Part B — Calculation of Distributable Balance (per Table 1)

Step	Item	Amount (₹)
1	Gross invoice value received from Client (M)	
2	Less: Statutory invoice tax (T) — e.g., GST	(    )
3	<b>Net Contracted Amount (NA = M – T)</b>	
4	Less: University Overhead (10% / 15% / 15% / 17% of NA per Table 1) — circle the rate that applies	(    )
5	<b>Remaining Amount (A)</b>	
6	Less: Total project expenses (E) — see Part C below	(    )
7	<b>DISTRIBUTABLE BALANCE (DB = A – E)</b>	

**Part C — Itemised Project Expenses (E)**

Item	Description	Amount (₹)
a	Cost of direct technical personnel	
b	Utilities, consumables, lab chemicals, maintenance, other consumables / non-consumables	
c	Charges for use of external facilities (other than computational)	
d	Computational charges	
e	Cost of external experts	
f	Cost of student / temporary employment	
g	TA / DA expenses	
h	Cost of secretarial services / preparation of report	
i	Cost of laboratory and other central facilities	
j	Depreciation of capital equipment used	
k	Miscellaneous costs (specify): _____	
<b>TOTAL PROJECT EXPENSES (E) — sum of (a) to (k)</b>		

*Note: There is no separate “20% overhead on consumables” applied within E. The University Overhead is taken at Step 4 of Part B as a percentage of NA, per Table 1, and is the only overhead recognised by this Policy.*

**Part D — Distribution of the Distributable Balance (per Table 1, Row 8)**

Row	Beneficiary	% of DB	Amount (₹)
8.1	Principal Consultant / Consultant Team	60%	
8.2.a	School / Department of the Principal Consultant	20%	
8.2.b	ADBU Central Account	12%	
8.2.c	Bosco ConTech reinvestment fund	8%	
<b>TOTAL (must equal DB at Step 7)</b>		<b>100%</b>	

The Principal Consultant shall further distribute the Consultant Team's 60% share among Co-Consultants and other team members in accordance with the allocation recorded on the Consultancy Approval Form (Appendix I, Section 5).

**Part E — Recommendation and Approval**

<b>Net amount recommended for disbursement (₹)</b>	
<b>Amount in words (₹)</b>	

Role	Name & Signature	Date
<b>Principal Consultant</b>		
<b>Director, Bosco ConTech (Recommending)</b>		
<b>Finance Officer (Verified)</b>		
<b>Vice-Chancellor / Pro-Vice-Chancellor (Approving)</b>		

*End of Section D — End of Document.*