



# Netaji Subhas Open University

DD-26, Sector-I, Salt Lake, Kolkata-64

## CONSULTANCY POLICY

### PREAMBLE

Netaji Subhas Open University (NSOU) is a premier University in India in the Open and Distance (ODL) mode, and the only State Open University in West Bengal. NSOU was established in 1997 to commemorate the birth centenary of Netaji Subhas Chandra Bose. Following an announcement by the Chief Minister of West Bengal that an Open University The University started functioning with effect from July 1998 Semester, with only the Bachelor's Degree Programme in Arts & Commerce to provide opportunities of higher education in the vernacular medium to various disadvantaged groups of aspiring learners. It was the tenth Open University of the country.

### Our VISION:

NSOU, the only State Open University in West Bengal, has been a significant contributor in the developmental drive of empowerment through education. With its avowed mission of "Reaching the Unreached", NSOU is driven by the vision of building a qualitative human resource based in the state. To this end, the University is into collaborative efforts with other State Open Universities and the national open university, the aim being the promotion of ODL as an effective avenue of educational outreach. NSOU believes that this is the chosen path of multitasking for knowledge seekers of the present times.

### Our MISSION:

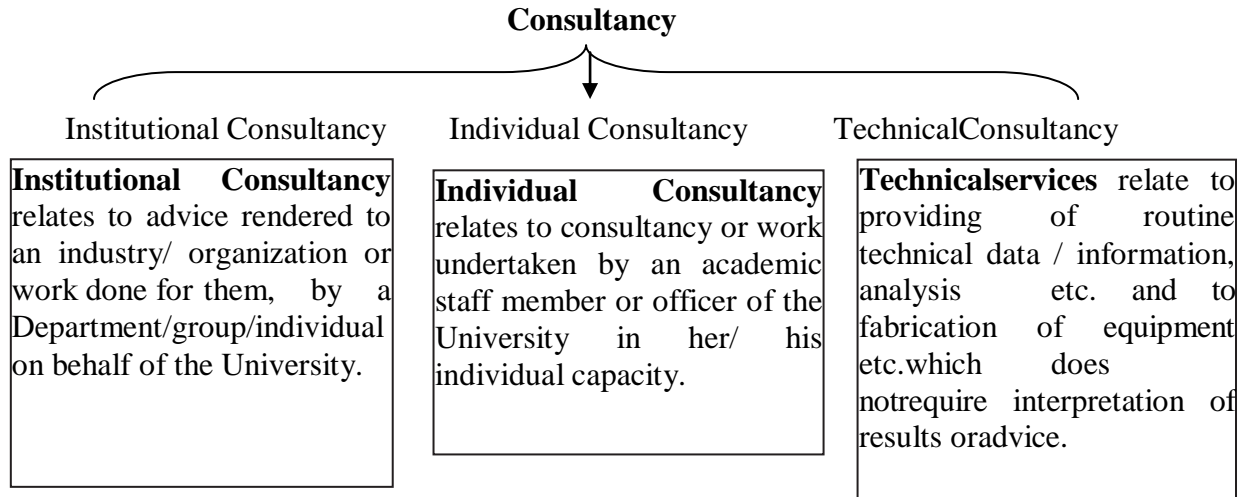
To spread higher education in different parts of the state and to co-operate with other universities and institutes of excellence in providing access to higher education, and to different skill enhancing educational programmes. To realise the aforementioned, NSOU shall:

- Provide quality education in a flexible mode to serve the aim of establishing an equitable knowledge society within the state, provide higher education through distance learning through the language of the state, i.e. Bengali.
- Make education affordable to the disadvantaged.
- Provide facility for lifelong education to intending learners.
- Strive for upgradation of technology without compromising the basic values of the society.
- Contribute to the development of the state and the nation and to motivate learners to strive for secular, scientific and democratic education.

**The Necessity of a Policy on Consultancy:** With rapid horizontal spread, and in keeping with the emergent demands of knowledge based societies, NSOU feels the necessity of promulgating a Policy on Consultancy, that shall ensure optimal utilization of its intellectual property. NSOU recognizes that consultancy is essentially a knowledge based profession, and to this effect the intangible assets of an institution like technical know-how and expertise of the staff, are today, often more valuable than its physical assets. Besides, in globalised times, appreciation of the commercial value of technical know-how has grown both within the academic community and in society at large. Of equal importance is the fact that consultancy is a viable channel of revenue generation, that can lead a university forward on its goal of

self-sustainability. Keeping these considerations in mind, the appropriate body of NSOU has promulgated the Policy on Consultancy, to be applicable to academic staff, officers, and technical staff of the University. This document highlights the practices and the rules of Netaji Subhas Open University regarding consultancy and obligations depending upon the nature of consultancy. The rules laid down in this document are expected to fulfil the commitment of the University to promote academic freedom and provide a conducive environment for research and development with a view to commercial importance.

**Types of consultancy services:**



**Objective of the Policy:**

- To provide consultancy Services for educational institutions, government organizations, public sector undertakings, corporations, private industries, business houses, non-governmental organizations and informal sectors both national and international.
- To allow faculty members to keep in touch with their specialization by working on specific problems for a client in the field of the consultant’s specialization.
- To develop/deliver short-term (2-3 week duration) specialized courses/ customized training programmes to meet the specific needs of the clients.

GENERAL RULES AND CONDITIONS

**1. PERMISSION TO UNDERTAKE CONSULTANCY**

- 1.1. All consultancy assignments shall be undertaken in the name of the NSOU with due approval of the competent authority of the University.
- 1.2. Where a client approaches NSOU, the Vice-Chancellor may nominate a faculty member or group of faculty members to undertake the consultancy or project.
- 1.3. When a client approaches a faculty member with a consultancy proposal, the faculty member will bring it to the notice of the Director of the School of Studies in the prescribed form. The assignment shall be accepted only after formal approval of the competent authority.

1.4. The faculty member's primary obligation is to the NSOU and it is expected that she / he will not, in any way, financially or otherwise, transgress the spirit in which the consultancy privilege rests.

## **2. SUBMISSION OF PROPOSAL**

2.1. The duly filled in consultancy form should be submitted to the Head of the School. The proposal should be submitted well in advance of the intended date of undertaking the assignment.

2.2. Consultancy agreement with the client must be specific on the scope of work, time frame, fee payable and modalities of payment.

2.3. Once the proposal is approved, formal notification will be issued by the concerned authority.

## **3. SCOPE AND AREAS OF CONSULTANCIES:**

3.1 Short-term assignment of not more than 2-3 week duration at a given point of time.

3.2 Training programs (Experts / Print material / audio-video aid/ teleconferencing).

3.3 Consultancies on staff development/Human Resource Development, developing plans and strategies, I.T., Media and social awareness programs.

3.4 Case studies for improvement of the system of organization.

3.5 Assignment as Guest Faculty for other academic institutions/ training organizations of repute.

## **4 CONSULTANCY TIME:**

4.1 The total time allowed to each faculty member for consultancy assignment ordinarily will not exceed 52 days including Saturdays, Sunday, holidays and vacations in a year. The consultancy time for a faculty member being on the payroll for less than a year would be pro-rata reduced. Unutilized days in a particular year cannot be carried over to the next year.

4.2 For counting the number of days spent on consultancy assignment / professional activities, minimum unit will be half a day, implying that any remunerative assignment (other than those which are exempted from counting) upto 4 hours duration would be treated as half a day, even when the actual involvement may be for a lesser duration.

**The accounting year for this activity will be from 1<sup>st</sup> April to 31<sup>st</sup> March.**

## **5 TIME SCHEDULE:**

For each consultancy program, a clear roadmap should be drawn up and agreed upon between NSOU and the Consultant faculty. If due to reasons such as inadequate response, lack of preparation of course materials, withdrawal of sponsoring agency, non-availability of key-faculty or non-availability of support services from NSOU the

program becomes unviable, NSOU authority in consultation with the consultant may decide to cancel/ postpone the consultancy project.

## **6 ASSISTANCE FROM UNIVERSITY**

6.1 The University will, Subject to its commitments, resources and convenience, provide Assistance to individuals involved in consultancy.

6.2 For staff engaged full time on consultancy project, the University may not be able to provide supporting facilities (furniture, equipment etc.). This should be checked at the outset and financial provisions made in the consultancy proposal as a part of direct expenses.

## **7 SHARING OF PROFESSIONAL FEE:**

7.1 The Consultancy Assignments offered by Foreign/International Organizations will be governed by the following rules

1. Where the UN/UNESCO or other international agency offers pay and allowances according to its own rules, the period of assignment will be treated as Foreign Service. The foreign agency should pay leave salary and pension contribution for the period of foreign service/consultancy and if it does not pay, the employee himself/herself will pay such contributions. If neither of them pays the leave salary and pension contributions, the period spent on Foreign Service will not count as qualifying service for pension and for determining the leave entitlement.
2. Where the University sponsors an employee for a short term assignment/consultancy and where the employee so sponsored is paid only a daily allowance or consultancy fee/honorarium or both, but not pay and allowances as per rules of the agency concerned, the employee will be treated as on deputation and continue to draw his/her pay and allowances from the University. He/she will be treated as on duty of the entire period. Contributions towards leave salary and pension are not applicable in such cases.
3. In cases which are not covered by 1 & 2 above, an employee who is permitted to take up short term assignment/consultancy on payment of daily allowance or fee/honorarium or both, the period of absence will be treated as leave due/admissible. No contribution on account of leave salary and pension will be payable in such cases.
4. In the case of short term consultancy assignments, fees/honorarium received by the employee shall not be subject to 1/3 cut, if a report or paper is produced at the end of the assignment in which he is aided by the knowledge acquired by him during the course of his service. In other cases, fees/honorarium will be subject to a cut of 1/3, which amount will be paid to the University or as decided by the appropriate authority of the University.
5. The above principles will apply in all cases of acceptance of consultancy assignments from U.N. Agencies and International Organizations by the employee of NSOU.

- 7.2. The Professional fee shall be shared between the faculty member and the University in the ratio of prescribed ratio as decided by the competent authority from time to time.
- 7.3 The consultancy fee will be released by the University to the concerned faculty on completion of the project, or in installments after completion of each pre-determined phase of work identified in the time schedule.
- 7.4 The share of consultancy fee retained by the NSOU under clause 7.2 may be allocated as Follows:
- a) 50% of the amount will be retained in the NSOU Consultancy Services Fund. The amount in this fund will be utilized by NSOU Consultancy Services as seed money for marketing, promotion and generating consultancy project, etc.
  - b) 25% of the amount will be placed in the same fund earmarked for utilization by the concerned Consultant for academic and Professional pursuits, like purchase of books, journals, equipment and Software, attending conferences, travel etc. at his/her discretion with the concurrence of the Vice-Chancellor. Release of funds for travel aboard will require VC's Concurrence.
  - c) 25% of the amount would be placed in the Fund, earmarked for utilization by the parent Department/School to which the Consultant belongs.
  - d) At the time of finalization of accounts on the project, any unspent balance from the budget head "Expenses" will be retained in the NSOU Consultancy Service Fund.
- 7.5 Excess of the expenditure, if any, over the budgeted expenses shall be deducted from the fee payable to the Consultant(s).
- 7.6 A faculty member undertaking consultancy must ensure discharging the academic responsibility regarding his/her own courses/programmes.
- 7.7 A report on the progress of the consultancy assignment shall be made by the consultant faculty to the finance department to enable him to raise bills for payments on due date.
- 7.8 Final disbursement of faculty member's share of fee shall be made on submission of a formal report by the consultant through the Director/ Head of the School to the VC that the consultancy work has been completed to the satisfaction of the client and all the money has been received from the client.
- 7.9 The Vice-Chancellor might permit payment of advance, up to 25% of the total fee of the Consultant subject to deduction of tax.
- 7.10 Any fee received for the work such as
- i) Examinations, paper setting, evaluation, superintendence, invigilation, report writing, publications, occasional invited Lectures, conducting M.Phil./Ph.D. Viva Voce, etc.
  - ii) Meetings at outside organizations for selections, academic planning, research and other committee work etc. will not be governed by the this Consultancy Policy.

All fee for such work will go directly to the Faculty/Academic concerned without any share going to the University. For absence for the University to undertake work listed under (i) and (ii) above, a faculty member/academic may avail leave of kind due with the approval of the competent authority.

#### **8. TOTAL CHARGES:**

The total consultancy charges shall be negotiated with the client by the faculty. The total charges shall be remitted to NSOU Consultancy Fund before the commencement of the Consultancy. The Fund will be managed by the Finance Department.

#### **9. ACCOUNTING AND REPORTING SYSTEM:**

9.1 A copy of the budget proposal (Form-1) and letter of agreement between the client and the faculty member should be sent to the Vice-Chancellor through proper channel for its approval.

9.2 The Consultant shall furnish details to Finance Department for each item of expenditure outlined in the budget proposal.

9.3 The deadline for the settlement of final accounts will be one month after the completion of the consultancy work as stipulated in the proposal.

#### **10. RESPONSIBILITY:**

10.1 The responsibility for execution and timely completion of the project will rest with the Consultant (S), who will keep the Head of the School informed of the progress of the project through periodical reports. Copy of all reports sent to the client will also be sent for record.

10.2 The NSOU Consultancy Services will undertake to carry out the project as conditions allow, but will not accept any financial responsibility, should the work not lead to Expected results.

#### **11. PROJECT REPORT**

11.1 In case of consultancy project spreading over a year or so, the Consultant shall send half yearly report showing item-wise budget, receipts and expenditure on the consultancy to the Finance officer through proper channel

11.2 The consultant concerned shall be responsible for expediting the acceptance of the report and the final settlement of dues, if any, from the client. The consultant shall intimate the Head of the School the formal closure of the project/consultancy.

#### **12. RESULTS OF THE PROJECT:**

The results of the work done by the NSOU Consultancy Services in connection with the project/consultancy, incorporated in written reports shall remain the property of the client. Results arrived at with little or no involvement on the part of the client will be available free of charge for the Client's own use. However, the NSOU consultancy Services reserves the right to use such results in connection with the activities outside the scope of the project. Unless otherwise agreed, all reports will be sent to the Client. The NSOU Consultancy Services has the right to retain a copy.

### **13. APPOINTMENT OF STAFF:**

The Consultant shall be administratively responsible for engaging the services of consultancy staff including experts/specialists and other supporting staff for the period of the consultancy. Such appointments will be purely temporary and will not, under any circumstances, concur any right on the incumbents to be taken on the permanent establishment of the University. The Consultants shall follow norms approved for engagement of experts/specialists and other temporary staff required for the consultancy which are as follows:

- a) The University may, through nation-wide advertisements, invite names of experts/specialists, etc. in various disciplines/areas and prepare panels from which suitable persons can be selected for appointment.
- b) Selection for appointment may be made by a Committee constituted by the Vice-Chancellor.
- c) Appointments may be made by the Consultant after obtaining the approval of the competent authority.
- d) Consultancy appointment(s) may generally be made on a consolidated payment, and not on fixed salary and allowances.
- e) Consultancy staff would not ordinarily be entitled to the privileges available to University employees, but they will be eligible to such social benefits like library facility etc.
- f) The staff appointed on daily wages shall be paid at the rates notified by the State Govt. out of consultancy Fund from time to time.

### **14. INSTRUMENTS/EQUIPMENT:**

Instruments and/or equipment obtained in connection with the project and charged to the client remain the property of the NSOU Consultancy Services unless otherwise specifically agreed to by the parties.

### **15. TERMS OF PAYMENT:**

The clients will be normally required to deposit 25% of the charges for consultancy project before the start of work, through a crossed Bank Draft/Cheque (Bank draft in the case of private organizations and by Draft/Cheque for other). The Draft/Cheque will be drawn in favour of NSOU Consultancy Service Fund, Kolkata.

### **16. TERMINATION OF THE PROJECT:**

The Client has the right to terminate the consultancy project, but shall be liable for all reasonable expenses incurred in connection with halting the work already in progress as per the agreed work programme. The NSOU Consultancy Services will have the right to terminate the project with one month's notice except where otherwise agreed. The Client in this case will not be liable for any expenses incurred after the period of notice.

### **17. DISPUTES:**

In the event of any dispute or difference between the parties, such dispute or differences shall be resolved amicably by mutual consultation. If such, resolution is not possible, then the unresolved dispute or difference shall be referred to an outside arbitrator to be nominated by the Vice-Chancellor for a reasoned award. The award of the arbitrator shall be binding on the parties to the dispute. All such disputes should be settled within the jurisdiction of High Court, Kolkata.

### **IMPORTANT POINTS**

1. After the proposal is approved, the agreement may be signed by (i) the Consultant (ii) Client's Representative and (iii) Representative, of the NSOU nominated by the Vice-Chancellor NSOU, the agreement may also be entered into by exchange of letters between NSOU faculty/consultant concerned and the Client.
2. NSOU reserves the right to accept, modify or deviate from the prescribed norms of budget/operational aspects, taking into consideration the views of consultant(S)/client and specific needs of the assignment.
3. Commencement and completion scheduled as well as the budget estimates should be adhered to. However, if substantial departures from the budget estimates take place, the faculty member concerned should obtain necessary approval from the competent authority.
4. Unless Secretarial/clerical staff are exclusively required for a project, there is no need to give a separate estimate for that item in the budget. The expenditure in such cases will be borne out of the provision for overheads.
5. An overhead of 20% must be included in all project budgets upto Rs.5 lakhs and 15% overheads in the case of budgets over Rs.5 lakhs. Any deviation from this norm will require the prior approval of the competent authority.
6. As a guideline, it is suggested that the client be asked to pay NSOU Consultancy Services at least 25% of the cost of the project when it is approved. The balance may be received in one or two installments.
7. All cheques in connection with the project be made payable to the NSOU Kolkata
8. Accounts of consultancy project will be finally closed at the end of one month after the date of completion of project as planned by the faculty member concerned. If any exception needs to be made in this regard for valid reasons, consultant may seek Vice-Chancellor approval in advance.

### **BUDGETARY GUIDELINES**

The norms of payments given below are to be used only as guidelines in budgeting for the consultancies undertaken. In case the extent of work involved in developing curriculum/delivering the programme is distinctly different from the normal consultancy, the honorarium may differ from the usual norms. The actual budget will, however, be finalized by School consultation with the Consultant(S) before the issue of notification

The amount to be charged to the client should inter-alia cover the following elements of cost:

- (i) Professional fee: Faculty time in number of days multiplied by the rate to be charged per day.
- (ii) Support staff (to be engaged specifically for the project on adhoc basis).
- (iii) Travel (TA/DA and local conveyance charges, etc. as the case may be)
- (iv) Data collection (Survey, design, questionnaire, etc.)
- (v) Use of computer and other facilities.
- (vi) Misc. (Consumable items, photocopying, printing, binding, telephones, fax, etc.)
- (vii) University's Overheads (20% of the total (i) through (vi) above).

**Note-I:** In other words all expenses required for undertaking the assignment, such as support staff, if any, to be engaged specifically for the project on adhoc basis. TA/DA and other allowances, data collection, use of computer and other facilities, local conveyance, consumable items, photocopying, printing, binding, telephones, faxes, etc. are to be budgeted and charged to the client.

**Note-II:** Any engagement of the support staff (item ii) above shall be on adhoc basis and on a consolidated fee, and should not exceed 30 days at a time.



# **Netaji Subhas Open University**

DD-26, Sector-1, Salt Lake City, Kolkata-700064  
NSOU CONSULTANCY SERVICES

## **CONSULTANCY PROJECT PROPOSAL**

### **1. TITLE**

### **2. Name of the consultant(s) Designation Division/School**

### **3. CLIENT:**

3.1 Organization

3.2 Communication Address:

3.3 Contact Persons in the Organization:

3.4 Type of Organization:

3.5 Formal request from the Client, if any.

### **4. TOTAL CHARGES\*:**

Terms of Payment

\*all remittance are to be made in favour of Netaji Subhas Open University

### **5. TERMS AND CONDITIONS:**

5.1 Scope of Work

5.2 Receivables from the Client:

5.3 Deliverables to the Client:

6. **PROJECT DETAILS** (Please enclose a project profile, if available)

### **7. EXPECTED TIME SCHEDULE**

7.1 Duration (Weeks, months or year)

7.2 Starting Date:

Completion Date:

### **8. AGREEMENT BETWEEN CLIENT AND NSOU CONSULTANCY SERVICES.**

There will be an agreement with the client and NSOU Consultancy Services Subject to the standard terms and Conditions unless specifically agreed to otherwise.

Name

Signature

Date

Consultant-in-charge

NSOU Consultancy  
Services Representative.

Client Organization's  
Representative.

**FOR USE IN OFFICE**

1. Project/Consultancy No.
2. Date of receipt of the final project proposal from consultant:
3. Date of submission to the client
4. Charges quoted to the client.
5. Charges agreed/accepted:
6. Date of acceptance by Client:
7. Agreed time Schedule:
8. Agreed Schedule of receipt of payment.