

# Consultancy, EDP and Testing Rules

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उत्तिष्ठत जाग्रत प्राप्य वरान निबोधत  
INDIAN INSTITUTE OF ENGINEERING SCIENCE AND TECHNOLOGY, SHIBPUR  
भारतीय अभियांत्रिकी विज्ञान एवं प्रौद्योगिकी संस्थान, शिवपुर

**Indian Institute of Engineering Science  
and Technology (IIEST), Shibpur**  
Botanic Garden, Howrah

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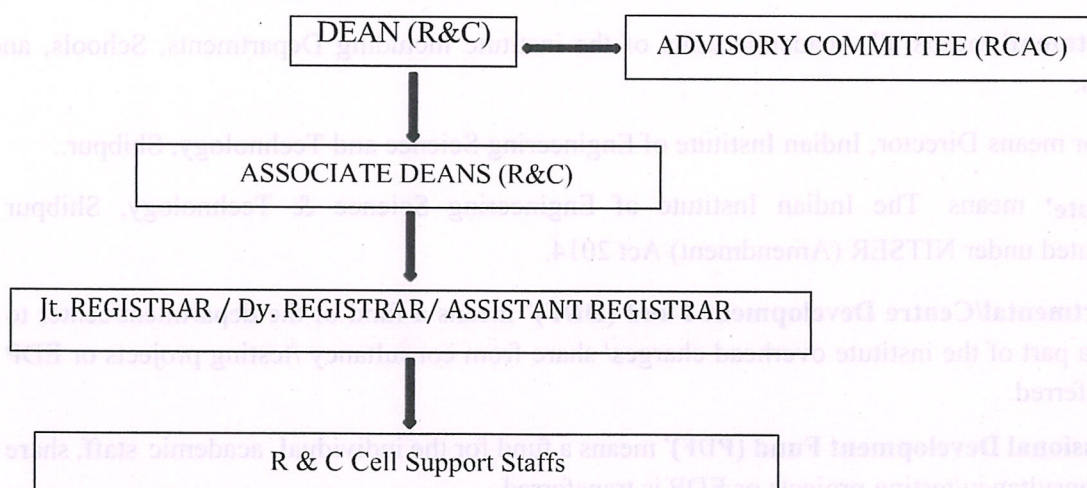
# Consultancy, EDP and Testing Rules

## 1. Preamble

Indian Institute of Engineering Science and Technology, Shibpur (IIST Shibpur) is set to become a leading source of innovative ideas and technological advancements, driving new applications through its connection with the business ecosystem. This document outlines the procedures developed to support these efforts by offering consultancy, Executive Development Program and testing services to industries and other organizations. The Office of the Dean (Research and Consultancy) will oversee the policies and processes for above services at the Institute, with the goal of fostering and sustaining creativity within an ethical framework. Through this document, the Institute encourages its faculty members to undertake research and consultancy work in scientific/technical collaboration with outside agencies.

## ORGANIZATIONAL STRUCTURE

The organizational structure shall be as follows:



## ADVISORY COMMITTEE

The Research and Consultancy Advisory Committee (RCAC) for RC Cell shall consist of following

- (1) Immediate/Former Dean (R&C)
- (2) Dean (Academic)
- (3) Dean (FW)
- (4) Two members nominated by Senate
- (5) Two members nominated by Director



## 2. Definitions

- **Chairman- BoG**, means Chairman, Board of Governors, IEST, Shibpur.
- **'Consultancy'** means projects undertaken by the faculty members of the Institute or by the Institute for external agencies or individual clients for the development of products and/or processes/analysis and interpretation of results obtained, to carry out field studies, model studies, calculations, or economic and technical consulting and any other form of specific interest to the client/Agencies.
- **Clint** means an Individual or an Organization or an Agency that approaches the institute seeking consultancy services.
- **'Consultancy In-charge (CI)'** means a full time permanent regular faculty member of the Institute with necessary expertise and competence to undertake a Consultancy Project and intends or undertakes a consultancy/testing project.
- **Co- Consultancy In-charge (Co-CI)'** means Co-Principal Investigator
- **Dean (R&C)** means Dean (Research & Consultancy).
- **RCAC:** Research and Consultancy Advisory Committee – Committee for Sponsored Research and Consultancy, Indian Institute of Engineering Science and Technology, Shibpur.
- **'Department'** means all Academic units of the institute including Departments, Schools, and Centres.
- **Director** means Director, Indian Institute of Engineering Science and Technology, Shibpur..
- **'Institute'** means The Indian Institute of Engineering Science & Technology, Shibpur constituted under NITSER (Amendment) Act 2014.
- **'Departmental/Centre Development Fund (DDF)'** means a fund of the department/center to which a part of the institute overhead charges/ share from consultancy /testing projects or EDP is transferred.
- **'Professional Development Fund (PDF)'** means a fund for the individual academic staff, share from consultancy/testing projects or EDP is transferred.
- **Research and Consultancy (R & C) Promotional Activity Fund:** means a fund of the R & C cell to which a part of the institute overhead charges/ share from consultancy /testing projects or EDP is transferred.
- implies industrial consultancy projects or routine testing projects.
- **'Project'** Means a person appointed in conformity with the guidelines to work on a project.
- **'Sponsor'** means the organization or agency that offers a project to the institute and provides necessary financial support towards successful completion of the project in time.
- **'Testing'** refers to testing of a component or a product against a standard.

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- (i) The Consultancy/EDP/testing jobs can be taken up by any member of the Academic staff, including the Director, with the prior approval of the Institute provided that the engagement of the faculty members in such jobs can be taken up to such an extent that it does not interfere with the discharge of their academic and/or other duties of the Institute. The participation of the research/postgraduate students in such work is to be encouraged.
- (ii) Only regular faculty members of the Institute can be the Consultancy In-charge of the Consultancy Job. Emeritus fellows, visiting faculty, etc. can be involved in the consultancy activities as Co-CI up to the age of 70 years. The Co-CI(s) should obtain concurrence of HoD of her/his academic unit before accepting the role of Co-CI. The CI can propose change of Co-CI or add more Co-CIs during the consultancy work with the approval of the Dean (R & C) and information to client organization.
- (iii) Delegation of consultancy work will be based on the choice of client and the expertise on mutual understanding.
- (iv) If the CI leave the Institute, retires or proceeds on leave or not available for some reason, or if request for any reason, Dean (R&C), on the recommendation of the CI (if he/she is available) and with approval of the Director and information to the funding agency may appoint a Co-CI as CI, who will assume the powers and responsibilities of the CI. The new CI should be agreeable to become CI. The new CI will also give an undertaking to complete the project in the remaining funds and time period, to the Dean (R&C) through HoD. Dean (R&C) also on the recommendation of HoD and with approval of the Director and information to the funding agency may appoint another faculty member as CI having adequate expertise to perform the consultancy work.
- (v) All consultancies/EDP/testing, whether carried out by an individual or a group of faculty consultants and irrespective of the quantum of facilities of the institute availed, is considered as Institute Consultancy/testing.
- (vi) Each consultancy/EDP/testing project will be the responsibility of the Institute and not of any individual.
- (vii) No consultancy/ EDP/testing project will be undertaken by academic staff and any other members in his/her individual capacity.
- (viii) The entire expenditure for the operation of the project is required to be met by the sponsoring agency/client organization.
- (ix) The responsibility for operation and closure of the project lies with Consultancy In-charge (CI). The office of the Dean (R&C) and Project Accounts shall provide the necessary administrative support.

The external Organization / Agency or a client requests the Institute or a faculty member in the Institute to undertake a specific project. In case the institute is approached, the Dean (R&C) will identify the Department that shall do the work depending on the competence and faculty member(s) available for undertaking such work. The Head of Department then assigns the job to Individual(s) component to undertake the work as per the pre- determined system. Moreover, for EDP program or refresher courses, the guidelines provided by the respective funding agencies are to be followed.



### 3. Consultancy Project/EDP/Testing Project

The Consultancy/ EDP/testing proposal should be submitted on the prescribed **Form No.**

**CONF-1** after going through the standard terms and conditions contained therein. The estimate of consultancy/testing proposal should be submitted on the prescribed (**Form No. CONF-2**). The estimate will have three components (a) Institute Overhead Charges, (b) Expenses, (c) Consultancy Charges. The Institute charge will be **35% of the sum of (a)+(b)+(c) for consultancy / 50% of the sum of (a)+(b)+(c) in case of testing proposals**. GST will be applicable on (a)+(b)+(c). In case of large consultancy project over 10 Lakh funded by a government organization, the Director may approve a lower institute overhead charge (IOC). The Director may also approve a lower IOC, if permanent equipment to be purchased from the consultancy grant (applicable for government and non-government organization). The consultancy project norms shall be applicable for Executive Development Program (EDP)/sponsored short-term courses.

For the estimation of Testing service charges, the following formulae shall be applicable.

	Cost of the Equipment	$X_i$ (Rs.)
A.	Life of the Equipment (5 Years for Computer & 10 years for others). The maximum value of $L_i$ to be considered will be 5 years for Computer & 10 years for other respectively.	$L_i$ years
B.	Hourly Cost of Equipment	$Y_i = \frac{X_i}{2000L_i} \text{ (Rs.)}$
C.	Testing Time	$T_i$ hours
D.	Cost of Facilities (To be credited to DDF/CDF as Equipment Charges)	$F = \sum_{i=1}^n Y_i T_i$ where $i$ is the number of equipments
E.	Cost of Contingency/Consumables, Lodging, and boarding, field expenses, travel etc.	C
F.	Honorarium to Technical/Supporting Staff	D
G.	Honorarium to CI and Co-CIs	E
H.	Cost of Testing Service	$P = 2 \times (F + C + D + E)$
I.	Institute Overhead Charge (IC)	0.5P

The equipment(s) used in the consultancy should also be calculated using the above table.

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**Distribution of the Institute Overhead Charges (IOC) will be as follows:**

Type of Project	Distribution (%)			Research and Consultancy (R & C) Promotional Activity Fund
	R&C Support charge	DDF	PDF	
Consultancy Project	65	15	15	5
Testing Project	65	15	15	5
EDP/Short term Course/Training Programme	65	15	15	5

In the project, where there are Co-CIs, PDF will be distributed 60% to CI and rest 40% will be equally divided among all Co-CIs. In case of only one Co-CI, distributed will be 75% to CI and rest for Co-CI.

In case a CI/Co-CI wishes to divert part or whole of his/her own remuneration (consultancy fees) to his/her PDF, the same shall be permissible.

The Consultant In-Charge/Dean (R&C) will deal directly with the client in all matters regarding a particular Institutional Consultancy job.

- The minimum total charges for a consultancy job must be Rs. 50,000/- (excluding Taxes).
- The office of the Dean (R&C) will examine the proposal and process the same for the consideration and administrative approval by the Dean (R&C).
- After the administrative approval, it is desired that the standard terms and conditions be communicated to the client.
- The work on consultancy job shall be undertaken only after administrative approval of the Dean (R&C) and on subsequent notification from the Office of the Dean (R&C).
- Disbursement (CONF-3) will be processed only after the submission of the Final Report and filling the consultancy/testing completion and apportionment proforma (CONF-3)

**General guidelines concerning consultancy projects are given below:**

- Amount up to Rs. 50,000/- or 10% of the consultancy amount, whichever is lower, can be paid to Outside Consultant(s) after getting approval from the Dean (R&C). For payment over Rs.50,000/- and up to Rs. 1,00,000/- or 15% of the consultancy amount, whichever is lower, approval of the Committee set up under the Chairmanship of HoD would be required for payment to the external consultant(s) and for which approval and sanction of Dean (R&C) shall be required. For payments over Rs. 1,00,000/-, Director may approve the payments on the recommendation of the Committee set up under the Chairmanship of Dean (R&C).
- The total agreed charges of a Consultancy project will consist of the IOC, actual expenses and the remuneration to be distributed to the faculty, technical assistant, and office staff. The

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actual expenses should cover the following costs related to the project. The GST will be applicable as per government rules.

- Permanent equipment to be procured / fabrication of equipment or models.
- Consumable materials.
- Travel expenses in connection with the project work.
- Computational or other charges the Principal Investigator may have to pay to the Institute or any other outside agency in the course of the execution of the work.
- Charges to be paid for the use of specific equipment in the departments or central facilities.
- Contingency expenses to cover cost of supplies, preparation of report, typing, word processing, drawing, drafting, stationery, reproduction, literature (books, journals, membership fee for professional societies), postage, courier, cost of insurance of equipment being used for the project.
- Expenses for work to be carried out on payment basis, remuneration to student assistants and technical staff.
- Insurance on equipment and manpower during travel
- Any other costs considered appropriate with approval of the competent authority. The CI should ensure availability of fund before taking approval of the competent authority to make any expenditure from the project.
- Total contingency/consumables expenses must not exceed 20% of the total consultancy budget (excluding applicable tax).

(c) Purchases shall be made in accordance with the provisions of the Purchase Manual of the Institute.

(d) Hiring vehicles/taxi for field works is permitted. The CI will propose such journey to the Dean (R & C) with proper justification. Reimbursement of travelling expenses shall be made as per the entitlement given in the Travelling Allowance Rules of GOI. All kind of travel must be made following the travel regulations given in the R & C sponsored project manual.

(e) The Principal Investigator can hire casual workers as per the need of each project on the Institute's approved rates with the approval of Dean (R&C) for hiring of manpower beyond 15 days. Hiring of casual workers for a maximum period of 15 days on each occasion shall be within the power of CI.

(f) The time spent on consultancy and related assignments shall be such so as not to adversely affect academic and other administrative work of the faculty engaged as CI/Co-CI. The maximum time spent on consultancy shall be limited to 52 working days a year, excluding vacations, and holidays.

(g) Consultancy services offered may cover a range of activities such as Feasibility Studies; Technology Assessments; field survey; Assessment of Designs and/or Current Manufacturing Process; Material, Energy, Environmental and Manpower Audits; Product Design; Process Development, Software Development; General Troubleshooting, Retrofitting Exercises, Intensive efforts for transfer of highly focused skills and expertise to select groups in specific organizations, preparation of project reports EMPs, setting up of vision and strategy crafting, etc.



- (h) The institute can also bid for the Consultancy Proposal in association with another agency/organization/institute. The first right to bid together will remain with existing cooperation partners who have pre-signed MoU with the institute. In case the existing cooperation is not interested, then before bidding an MoU needs to be signed between the parties. The initial bidding cost such as EMD, Security Deposit and others may be borne by the institute. On successful bid, this amount will be returned to the Institute. Further they should also have clearly mentioned that the job to be carried out between the parties and the percentage of share.
- (i) The Institute can take the job and outsource a part of the job to any other external organization/agency provided that the facility for carrying out that part of the job does not exist with the institute. However, the job can be outsourced to that external organization/Agency, with whom a MoU has been executed with a specific mention of type of works that can be taken up as well as with a specific agreement.
- (j) All IPR related issues are agreed between the Institute and the funding agency/client. Preferably, IPR will be jointly shared by IEST, Shibpur and the funding agency.
- (k) MoU/ agreement/NDA may be signed if required by client/funding organization as per the Institute guidelines. The MoU/ agreement/NDA will be signed after obtaining the approval of the Director.
- (l) The consultancy will be treated as closed once the Project Completion Report, and the Disbursement has been made available to the Office of Dean (R&C).

#### 4. Recruitment of Staff under Consultancy Projects

The staff can be appointed under Temporary / Ad-hoc Appointment. The staff can be appointed as detailed below:

##### **Temporary / Ad-hoc Appointment (Not exceeding 6 months)**

CI can directly hire the personnel on Temporary / Ad-hoc (for a maximum period of 6 months) after getting approval from the Dean (R&C).

##### **Manpower under Consultancy project (more than 6 months)**

It should be made through advertisement. The CI will follow the rules of selection project staff as given in the R & C sponsored project manual.

- a) For the advertisement, CI is required to provide the details of qualifications along with the desired experience and the nature of the job for a particular post. Any additional qualification requirement proposed by the CI will be put as desirable/preferable in the advertisement.
- b) The selection of the candidates will be through a Selection Committee proposed by CI and be approved by Dean (R&C). The selection of the candidate by the committee shall have to be approved by Dean (R&C).

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- c) The duration of job offer for the Temporary appointment shall be for a maximum of duration of the project. The subsequent extension should be on the recommendation of CI and approval by Dean (R&C) on case-to-case basis.

The selection like walk-in-interview/online may be conducted with prior approval of Dean (R&C).

## **5. Payment of Honorarium (for Consultancy/Testing/EDP)**

- a. Disbursement sheet (CONF-3) for consultancy/testing/EDP prepared by CI shall be approved and sanctioned by Dean (R&C) /Director as per the Delegation of Financial Power.
- b. PG and PhD Students, willing to work on external consultancy/testing projects may be permitted without making any compromise on their academic commitments and performance. Such work by students may be compensated by suitable honoraria. The maximum honoraria per month for PG and PhD students shall be Rs. 15,000/- and 25,000/-, respectively.
- c. The Staff Member(s) involved in the Consultancy/ testing /EDP work is allowed for a maximum honorarium of 100% of Gross Annual Salary of the previous financial year. The consultancy job should not interfere with the regular duties of the individual consultants.
- d. Project Staff appointed under the projects are not eligible for any honorarium.
- e. The minimum honorarium for conducting theory classes (online/offline) for EDP/training programs is Rs. 5000/- per hour for Indian Expert and US\$200 per hour (or equivalent in other currency) for foreign expert.
- f. If a faculty member wants to be a consultant for discussions/suggestions/advice for external clients, the following are the indicative rate; not restricting to either minimum or maximum criteria:
  - Professor: Rs. 20000/- per hour
  - Associate Professor: Rs. 15000/- per hour
  - Assistant Professor: Rs. 10000/- per hour

However, the Principal Investigator (CI) has the freedom to fix the Consultant fee after negotiate with the client based on brain-hour basis. CI is also free to fix a lumpsum charge, if the service is given for longer duration. Nevertheless, before accepting the offer, the concerned faculty must inform and take administrative approval for her/his involvement from the Dean (R&C).

## **Testing**

The word refers to testing a component/sample/instrument/equipment or a product against a standard protocol and standard equipment, devices or instruments.

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## 6. Professional Development Fund (PDF) and Department Development Fund (DDF)

### Utilization of PDF

The PDF can be utilized by the concerned faculty member for the following purposes:

- i. Travel (domestic and international) for research-related meetings (including new project proposal presentation) and conference and related expenditures for PI and Project staff.
  - ii. Exploratory visits, experimental setup
  - iii. Engagement of project staff
  - iv. Fee and related expenditure for acquiring training/qualification(s)
  - v. Publication charges such as article processing fee (APC), over-length (only applicable for web of science journals), Membership fee of professional societies
  - vi. Purchase of books and journals: The faculty member may keep the books/journals with him/her after obtaining the accession number from the central library. However, the same must be submitted to the central library in case of superannuation/shifting to another Institute.
  - vii. Mobile phone (once in three years)
  - viii. Office peripherals, furniture for lab and offices, instruments, computer/laptop (all types once in three years), and software
  - ix. Stationary and computer consumables and any storage media
  - x. Cloud service usage
  - xi. Laboratory consumables, contingency items
- The PDF will be run as a Research Project with the faculty member as the PI. Any purchase using funds of PDF shall be made in accordance with rules laid down for Sponsored Projects / Institute.
- International travel of faculty members or Project staff will require approval of the Director. However, such travel by project staff and consultants within India shall be approved by the Dean (R&C).
- The account of PDF shall be maintained by R&C Cell and statement shall be sent to the faculty member at the end of a financial year. The faculty member concerned may submit expenditure bills to R&C Cell for processing payment under approved heads.
- The items procured out of PDF shall be properly accounted for by the concerned department/centre and shall remain the property of the Institute. However, the items of personal use like computers, mobile phones etc. can be retained by the faculty members permanently during the period of service. On retirement or on leaving the service, the faculty member may retain such items on payment, which is to be calculated as 5% of the purchase value or depreciation of 25% per year. whichever is higher.



## Utilization of DDF

DDF fund can be utilized for the following purposes:

- i. Development of Departmental Infra structure facilities like equipment laboratories, class rooms, committee/ conference rooms.
- ii. Repair, maintenance, calibration, NABL accreditation, and A.M.C of equipment.
- iii. Repair and maintenance of office and laboratory furniture and facility

In the project, where there are Co-PIs from another Department/Centre, DDF will be distributed 60% to PI's Department and rest 40% will be equally divided among all Co-PI's Department.

The budget for utilizing DDF may be recommended by the Departmental Faculty Committee (DFC) of the Department/Centre and approved by the Director. For any special requirements not covered above a proposal may be sent by the DFC of the Department for consideration of the Competent Authority. The account of DDF shall be maintained by R&C Cell. The departments concerned may submit expenditure bills to R&C for processing payment from DDF.

## Research and Consultancy (R & C) Promotional Activity Fund

The Research and Consultancy (R & C) promotional activity fund will be used for research promotion activities in different national and international forum, upgradation of facilities in R & C cell etc.

## 7. Standard Terms and Conditions

These guidelines shall be applicable for all the Consultancy/EDP/Testing Projects by IEST, Shibpur.

1. Declaration: All the work undertaken by IEST, Shibpur as part of the project will be in good faith and based on material/data/other relevant information given by the client and established protocols governing the state-of-the-art.
2. Confidentiality: The concerned Faculty/CI and the persons in possession of such confidential information shall take due care to maintain integrity and discretion regarding confidential information received from the client, including but not limited to results, reports and identity of the client. However, this clause of Confidentiality shall be applicable in an individual capacity not on the entire Institute. The confidential information shall remain the sole property of Disclosing Party. However, the Confidentiality clause shall not apply with respect to any portion of the confidential information received from the Disclosing Party which:
  - a. was known to Receiving Party prior to disclosure by Disclosing Party,
  - b. is lawfully obtained by Receiving Party from a third party under no obligation of confidentiality,
  - c. is or becomes generally known or publicly available other than by unauthorized disclosure,
  - d. is independently developed by Receiving Party or
  - e. is disclosed by the Disclosing Party to a third party without a duty of

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- confidentiality on the third party.
- f. is required to be disclosed under the law or decree.
- g. The confidential information shall remain the sole property of Disclosing Party.
3. Reports: Any deliverables including but not limited to consultancy report, Intellectual Property, data, information, process specifications given by the IEST, Shibpur will be based on work performed according to available literature in the open domain. In any event, this report may not be construed as a legal document and cannot be used as evidence in any legal proceedings; it shall not be construed as a certificate or endorsement and shall not be used for marketing of the products or the processes, without prior written consent from IEST Shibpur. The Institute reserves the right to retain one copy of the report and use the results of the project for its internal teaching and research, without disclosing the identity and location of the agency. However, for publication, the data under the consultancy project, IEST, Shibpur shall notify the client/company in writing at least 45 days before such publication.
4. Payment: Every Client shall preferably deposit 100% of the total project cost in advance to the Institute, in order to initiate the project. However, the payment terms as mutually agreed between the client and CI are also accepted. This amount shall cover the mandatory charges such as the Institute Overhead Charges and the applicable taxes. The charges will also include any applicable tax as prescribed by the GoI from time to time. GST / Applicable taxes will be payable by the client. If any demand arises in future out of GST or any other audit the same will be payable by the client. Benefit of tax exemption U/S10 (23) (iii ab) of IT Act 1961, may be given to the institute at the time of releasing the payment.
5. Termination: The project may be terminated by either party by giving the other party a notice period of 30 days. However, both parties will meet any residual obligations in connection with the project.
6. Conflict of Interest: The concerned Faculty (Consultancy In-charge) from IEST, Shibpur will ensure that there is no conflict of interest in undertaking similar projects. However, this clause of Conflict of interest shall be applicable in the individual capacity not on the entire Institute; other faculty members may take consultancy in similar or same areas.
7. Disputes: In case there is any dispute between the Institute and client, then the higher authorities from the respective organizations shall try to settle the dispute in an amicable manner. However, if the dispute still persists then there shall be two options for disputes resolution:
- A. Courts: The matter shall be referred to civil courts in Kolkata / Howrah.
- B. Arbitration: An arbitrator shall be appointed by the mutual consent of the parties from the panel of Indian Council of Arbitrators.
8. Work Performance: Every effort will be made to complete the specified work according to the planned time schedule. However, IEST, Shibpur will not be held responsible for delays caused beyond its reasonable control.
9. Retainership: Retainership is an assignment with a fixed frequency. The involvement of the faculty is more and thus liability also increases. Thus, the Institute shall not permit retainership in any form.



10. Disclaimer: Any and all deliverables including but not limited to reports, know- how, Intellectual Property, data, information by the Institute under the Consultancy is on an as-is- where-is basis and the Institute does not make any representations, conditions, or warranties, either express or implied, with respect to such deliverables. IEST, Shibpur will not be liable for any damage or loss, whether direct, consequential, incidental, or special which the company or Clients or its agents suffer arising from any defect, error or fault of the deliverables or its failure to perform. The Institute does not give any warranty of fitness for a particular purpose, or merchantability. The Company/Client acknowledges that it has been advised by IEST, Shibpur to undertake its own due diligence regarding the deliverables before its commercial launch or sale.

All the deliverables pursuant to the consultancy/testing project are generated using academic methodology and hence are transferred on as-is-where-is basis. The institute and/or employee(s)/student(s) shall not be liable for loss or damage of any kind whatsoever.

11. Third-party Intellectual Property Infringement: The Institute shall not give any undertaking that the deliverables are free from all any third-party Intellectual Property infringement. Nothing shall constitute any warranty or representation by IEST, Shibpur as to title to the Deliverables or that anything made, used, sold or otherwise disposed of under any license granted under Consultancy is or will be free from claims or allegations of infringement of patents, copyrights, trade- marks, industrial design or other intellectual property rights.

12. Completion Report: The client shall give a completion report within 45 days or as specified in the proposal stating that the performance of Institute under Consultancy is to its satisfaction, so that the Institute may close the Consultancy assignment. In case the company or client does not give a completion report with the stipulated time, then it shall be deemed that the report has been accepted by the company or client and the project shall be deemed to be successfully completed and all the obligations of the institute under the agreement have been complied with.

13. Ownership of Project Intellectual Property: All the Intellectual Property generated under the project shall be jointly owned by the Institute and the client organization as per the terms agreed upon by the both parties. Moreover, IEST, Shibpur shall be free to use the intellectual property developed during the Project for its own internal teaching, further research, educational and publication.

14. Ownership of the Background Intellectual Property: Ownership of any background intellectual property (including but not limited to confidential information, know- how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) shall be jointly owned by the parties.

15. Ownership of the Intellectual Property post completion of the project: Any modification, research, improvements done over the deliverables after completion and/or termination of the project shall be treated as a separate Intellectual Property and shall be owned by the party making such improvements.

16. Nevertheless, anything contrary contained herein the Project intellectual property shall deem to be owned by IEST, Shibpur in case, the Company fails to deposit the project money within the stipulated time.

17. There is no criminal/civil liability to the Consulting Team and IEST, Shibpur.

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FORM NO.: CONF-1

INDIAN INSTITUTE OF ENGINEERING SCIENCE AND TECHNOLOGY, SHIBPUR  
FORMAT FOR CONSULTANCY/ TESTING/ EDP PROPOSAL

**TITLE OF THE CONSULTANCY (Kindly fill in BLOCK letters):**

**CONSULTANCY IN-CHARGE**

Designation:

Name:

Department/Centre:

Telephone: Direct:

EPABX: Extn

Email:

Name of Co-CI (if any) with  
Department/Centre:

**EXPECTED TIME SCHEDULE**

Duration:      Years      Months      Weeks      Starting Date:

**CLIENT DETAILS (Kindly fill in BLOCK letters)**

Firm's Name:

Address:

Contact Person's Name:

Designation:

City:

Clm:

Ph.

Ext.

Fax

Email

**SCOPE OF THE CONSULTANCY (attach separate sheet, if necessary)**

**TOTAL CHARGES AND PAYMENT DETAILS**

Total Value (in figures)

Total Value (in words)

Signature of the Consultancy In-Charge

Date:

Signature of the Co- Consultancy In-Charge (if any)

Date:

Signature of HOD

Date:

(Project originating from Centers/Schools shall be routed through the respective HODs of the CI and Co-CIs).

**FOR OFFICIAL USE ONLY**

Dean (R&C)

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**INDIAN INSTITUTE OF ENGINEERING SCIENCE AND TECHNOLOGY, SHIBPUR**  
**ESTIMATE FOR CONSULTANCY/TESTING/EDP ASSIGNMENT**

Title:

Type of Job: Consultancy/Testing/EDP

National/International

Proposal: Attach Form **CONF-1**

Name and Code	Designation	Dept/ Centre	Tentative share of each member	Signature
CI:				
Co-CI:				
Member:				

**BREAK-UP OF TOTAL CHARGES**

	BUDGET HEAD DESCRIPTION	Total (Rs)
A	INSTITUTE OVERHEAD CHARGES @ 35% (in case of Consultancy) /@50% (in case of Testing)/@35% (in case of EDP, excluding boarding & lodging charges) of total charges, i.e. (D)	
B	EXPENSES	
	<b>Recurring</b>	
i.	Field visits	
ii.	Salary/Cost of Labour, Honorarium to Staff, Outside Consultants, Travel, etc.	
iii.	Lodging and Boarding Charges	
iv.	Contingency/Consumables etc. (not exceeding 20% of D)	
	<b>Non-Recurring</b>	
v.	Analysis Charges: (To be credited to DDF)	
vi.	New Equipment Purchase	
C	CONSULTANCY/TESTING CHARGE	
D	TOTAL CHARGE (A+B+C)	
E	GST @ 18% ON TOTAL CHARGE, i.e. (D)	
F	GROSS AMOUNT	

No deduction will be made from the budget head except applicable income tax. Encl: Form No. CONF-1.

Signature of HOD

Date:

Signature of the Consultancy In-Charge

Date:

(Project originating from Centers/Schools shall be routed through the respective HODs of the CI and Co-Cis as applicable).

FOR OFFICIAL USE ONLY

Dean (R&C)

*Ajinkya*





**INDIAN INSTITUTE OF ENGINEERING SCIENCE AND TECHNOLOGY, SHIBPUR**  
**Disbursement Sheet**

**Institute Consultancy Project Code:**

**A. Details of Receipt/Payment:**

1	Total Charges	
2	GST @ 18% of the Total Charge	
3	Total Amount received vide receipt No..... Dated ..... (Please attach Copies of receipts)	
4	Deduct: Actual expenditure/payments already made (Please give details)	
5	Balance available for disbursement	

**B. Credits & Disbursement**

6	GST @ 18% of the Total Charge	
7	INSTITUTE OVERHEAD CHARGES @ 35% (for consultancy and EDP Programme) & 50% (for Testing Service) total charge of A.1	
i	R&C Support Charges @ 65% of Institute Overhead Charges	
ii	Department Development Fund @ 15% of Institute Overhead Charges.	
iii	PDF @ 15% of Institute Overhead Charges	
iv	Research and Consultancy (R & C) Promotional Activity Fund @ 5% of Institute Overhead Charges	
8	Field visits & vehicle charges	
9	Lodging and Boarding Charges	
10	New Equipment (if any)	
11	Analysis charges (to be credited to DDF)	
12	Other payments to be made (Please give details) supplier's bill should be sent separately to the Project accounts section for payment along with approval/sanction of the same	
13	Contingency/Consumables etc. (not exceeding 20% of A.1)	
14	Total credit (Add SL. No.7 to 16) □	
15	Balance Available for disbursement (SL No. 5 SL. No.17)	
16	Amount to be released as per list attached (Annexure I & II)	
17	Net Savings (if any)	

**C. Distribution of Savings:**

18	A. 50% R&C Support Charge	
	B. 50% to the PDF of CI & Co-CI(s) in the proportion of tentative share	

**Encl:** Photocopies of money receipts. Disbursement sheet, Statement of expenditure, Distribution list of Honoraria to faculty & supporting staff of IEST.

Signature of HOD

Signature of Consultancy In- Charge

*[Signature]*

*[Signature]*



**CONF-3: -**  
**ANNEXURE I**

Institute Consultancy Project Code:

**A.DETAILS OF DISBURSEMENT TO CONSULTANTS**

**HONORARIUM FOR CI/Co-CI/Member:**

Sl No.	Name	Employee Code No.	Designation/ Department	Gross Amount (Rs.)	Signature
1					
2					
3					
4					

This is to certify that the final report has been sent to the client on .....One copy has been retained in the Department of .....and one soft copy has been sent to Dean (R & C) office along with the project completion certificate issued by the client.

Signature of the Consultancy In-Charge

Name:

Date:

*[Handwritten Signature]*



Institute Consultancy Project Code:

**B.DETAILS OF DISBURSEMENT OF HONORARIA TO SUPPORTING STAFF OF IEST**

Sl. No.	Name	Employee Code No.	Amount (Rs.)	For Dean (R & C) office use only		
				Gross Annual Salary (GAS) of previous F.Y.	100% of GAS of previous F.Y.	Total honorarium processed for payment in the current F.Y.
1						
2						
3						
4						
5						

\* Should not exceed 100% of Gross Annual Salary

Date:

Signature of Consultant In-Charge  
Name

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**FOR OFFICE USE ONLY**

Maybe processed for payment

AR (P)

Dean (R&C)/Director

*Ajylo*