SAGE CONSULTANCY SERVICES

Delivering solutions...

Handbook

SAGE UNIVERSITY INDORE | SIRT SAGAR GROUP OF INSTITUTIONS Engineering • Management • Pharmacy | SAGE UNIVERSITY BHOPAL

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Foreword

The SAGE group has academic and research-oriented universities and institutes in Madhya Pradesh, India with emphasis on UG, PG and PhD programs. Marching ahead on this solid foundation, the SAGE Group is coming up with its own idea of co-existence and synergistic leaps in the areas of collaborations and research.

The Institutions of the SAGE Group have established themselves as trusted research establishments and have been contributing in the various Institutional as well as non-institutional researches and projects. The Institutions are not only rich respect to Infrastructure, but also with Faculties with high acumen and a bent to go an extra mile and serve the scientific fraternity.

With an aim to channelise the Groups efforts in this direction, SAGE Consultancy Services has been established and is functioning. In a determination to streamline the working of the Consultancy services across the group it was conceived to come out with a Handbook which serves as a ready reference for any work related to Consultancy.

The very first edition of this “Handbook” will serve as a guiding document for various policies and processes related to providing consultancy to outside world.

Dr. Jitendra Banweer
(Group Coordinator, SCS)

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Preamble

The World as we know of, is Changing. The Economic scenario at the Local, National and Global level and the importance of Industry-Academia interactions has taken the Center Stage.

The Interactions are in form of Consultancy Projects, Impact Assessment studies, Analytical Studies, Surveys, Expertise Sharing, etc. In fact the academic professionals are encouraged to exhibit their academic knowledge and expertise and share their skills with external organizations, including Government, public sector bodies, community groups and businesses. Various accreditation and rating bodies like NBA, NAAC, ARI & NIRF etc.; keenly enquire and adjudge the proficiency of an Institution on the basis of Consultancy Services provided.

What is being emphasized upon is that Institutions of higher learning, including Universities have to utilize their depth and breadth of multidisciplinary research base to rise up to the challenges faced by society and state.

In view the recommendations of University Grants Commission (UGC), Ministry of Human Resource Development (MHRD) and other regulatory bodies including National Assessment and Accreditation Council (NAAC) to identify research, innovation and consultancy as one of the core spheres of activity in the Institutions of higher learning, the SAGE comes up with a unique platform in the form of the SAGE Consultancy Services (SCS), where the Expertise of Members of the SAGE group can be shared with the Society.

Therefore, as a matter of policy, the SAGE Group encourages its faculty members to undertake consultancy work for the effective utilization of their expertise in the interest of the society. Consultancy projects benefit faculty members and University both academically and financially. Consultancy services enrich the professional experience and knowledge of faculty members and thus keep them abreast with the changing socio-economic and ever-evolving environment. While the Institutions encourages faculty members to undertake consultancy projects, it is implied that consultancy work under any circumstance shall not hamper the primary duties of faculty involved in consultancy.

Vision

"To Provide Future ready solutions to Academia and Industry using present resources optimally and applying past learnings meticulously"

Mission

- To become a Consultancy Center for providing tailor made solutions to the clients by optimally utilizing resources
- To develop into a self-sustainable model for Consultancy services with an aim to continuously enrich the resources
- To provide a holistic environment for the students to inculcate the experiential learning and skill development by exposure to consultancy work.

Core Values –

- Inspiring Knowledge to nurture Learning
- Solution Focussed Approach
- High Ethical working
- Excellence at par
- Optimum utilization of the resources
- Competitive yet complimenting services

Policy Document

3.1 Introduction

The SAGE Consultancy Service (SCS) has been interacting with industries, research organizations and governmental agencies for taking up consultancy and sponsored research projects. These are either referred to the Institute or are sanctioned based on specific project proposals submitted by the faculty members. Such projects pose considerable scientific, technological and academic challenge to the faculty and students of our Institute. Further the academic programs of the Institute are strengthened by such active interaction with the industries.

These projects and assignments require a great amount of scientific and technical input from the faculty and staff of the Institute. They have been given an opportunity to work on live problems of immediate relevance to the Society & Country. The students can also be trained to tackle such practical problems. The knowledge and expertise of the Institute staff are available for solving some of the pressing technological problems faced by the industry and the nation. These interactions of the Institute are implemented and coordinated by the office of SAGE Consultancy Services.

The projects or assignments coordinated by the SAGE Consultancy Services are divided into two types, viz.

Industrial Consultancy Projects & Academic Consultancy Projects.

Definitions

3.2 Definitions

a. Consultancy: Any Project Work, Research Work, sponsored work (Other than QIS grants), Individual research work, Data Analysis, Survey and / or any other work being performed for a Client, which involves the usage of Resources &/Or Infrastructure of the SAGE group

b. Client: Client is any person / organization who/which seeks professional services from SCS

c. Consultant: Any person whose expertise / skills will be used to complete the Consultancy task.

d. Infrastructure: The Infrastructure includes, but not limited to, basic or fundamental system and services, Premises, Buildings, Laboratories, Lab Equipments, Power Supply, Water Supply, etc presently available, procured or arranged by the SAGE group for the Consultancy work.

General Consultancy Rules

3.3 General Consultancy Rules

Consultancy work taken up by Consultants is subject to the following limits:

3.3.1 The time spent on consultancy and related assignments shall be limited to the equivalent of 52 working days in a year, preferably at the rate of one working day per week. In addition, Consultants may be permitted to utilize, on an average one nonworking day per week.

3.3.2 Consultancy assignments may be taken up and implemented, within the constraints indicated above, provided they do not have any adverse impact on the ongoing academic, research and related activities. Further, such assignments need to be carefully scheduled in the light of ongoing commitments. If required, a clear indication of the earliest date on which the assignment can commence may be clearly spelt out in the proposal form.

3.3.3 The services of permanent employees of the Institute may be utilized for the execution of the consultancy projects provided it does not affect their primary functions and responsibilities to the Institute.

3.3.4 Students who are willing to work on consultancy projects may be permitted as per Institute norms to do so provided it does not affect their academic commitments and performance. Such work by students may be compensated by suitable honoraria.

Scope of Consultancy & Services offered

3.4 Scope of Consultancy & Services offered

3.4.1 Consultancy Services may be offered to Individuals, Manufacturing Industries, Service Sector Organizations, Govt. Departments and other National and International agencies in niche areas of expertise available in the Institute.

3.4.2 The service offered shall be 'Professional Services' and will hence carry with them obligations and ethical requirements associated with such services as indicated in the standard terms and conditions.

3.4.2 Consultancy services offered may cover a variety of activities such as Feasibility Studies, Technology Assessments, 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, vision and strategy statement and so on.

3.4.3 Testing & Evaluation services are to be normally offered in selected specialized areas. In order to meet the needs of certain Governmental and related agencies, and special clients (with long term association with the Institute) routine testing services may be offered, but to a limited extent.

3.4.4 Standardization and Calibration services may be offered in areas in which facilities are available or can be augmented. Such services should normally be backed by periodic Calibration / Standardization of laboratory equipment used for such purposes.

3.4.5 Jobs which are too complex to handle, by virtue of certain constraints inherent in any academic and research environment - such as execution of certain types of works, should not normally be taken up irrespective of the availability of expertise and perceived needs of the clients.

3.4.6 All Consultancy and related Jobs need to be structured and executed in the spirit of promoting SAGE-Industry Interactions, as a vehicle for augmenting (current) levels of excellence in teaching and research, for proper placement of

SAGE graduates (PhDs / Post Graduates / Graduates) and in the process, generating funds.

Types of Consultancies

3.5 Types of Consultancies

3.5.1 Industrial Consultancy Projects

Under this head, specifically the industrial problems related to the core competency areas available with the group would be handled.

The proposed work of the consultancy once received will follow the due course of process before execution. The proposals will be invited/ accepted from industries depending on the know-how of the expertise, infrastructural facilities and the financial implications of the group/ institution.

These industrial projects will of course strengthen the existing system of expertise available, fortify laboratory set up and also provide the budding minds of students to work on the real time industrial problems and possible solutions, that might help them to get a better career.

The institute can pursue the terms related to the generation of the IPR during the project execution as per the IP policy of the Sage Group or Client (Industry) on mutually agreeable terms.

3.5.2 Academic Consultancy Projects

The Academic Consultancy Project encompasses only those work that are academic in nature and specific programs can be offered to Industries, Organizations or individuals.

Under this, it is purported that the resources (Expertise and Infrastructure) available at the SAGE Group be made available the Clients and customized programs be offered whose nature can be the following but not limited to:

- Short Term Training Programs
- Long Term Training Programs
- Dissertation Work (PG & PhD)
- Certification Courses
- Skill Development Programs

- Workshops
- New Startup Guidance
- Turn-key Projects
- Testing & Analytical Services

3.5.3 Project Category

Each project shall be undertaken either under Standard Terms and Conditions or Specific Consultancy Agreement or Memorandum of Understanding describing the details of contract.

In the former case, the work is taken up in good faith between the Sage Consultancy Services and the Client, the obligations and responsibilities of both parties being limited by the Standard Terms and Conditions.

The latter case refers to projects that usually involve non-disclosure agreements, detailed negotiations of contract terms and signing of contracts in the form of agreement or MOU covering various aspects such as deliverables, milestones, payment schedules, role and responsibilities of the parties, non-disclosure of confidential information, disputes resolution, liability, IPR matters, arbitration, and applicable laws.

These projects involve significant amount of effort and time associated with the negotiation and implementation of the consultancy contracts.

Consultancy and related services offered will be divided mainly into two categories:

a. Category E: Expert Advice and Development Projects: - This type of project will be Expertise intensive and based on the expertise of the Consultant.

b. Category I: Infrastructure & Testing Projects: - This type of project will be Infrastructure intensive and will be based on extensive usage of the institute infrastructure.

3.5.4 Eligibility for Undertaking Consultation

Consultancy and related assignments can be taken up by Full Time Faculty and Core Research Scientists and Engineers of Departments / Centers / Schools. Any other employee of the Institute may take up consultancy work with prior approval of the Dean / HOD / Director & Group Coordinator, SCS. Any employee undertaking consultancy shall hereinafter be referred as Consultant.

3.5.5 Conflict of Interest

Consultants shall disclose to the HOD / HOS / Dean/ Director & Office of SCS in writing, the existence of

(a) any relationship between the consultant and the client funding the consultancy project or any vendor to whom payments are made from the project funds, in the form of involvement of any immediate relatives or

(b) any scope for potential disproportionate self-gain.

The Office Bearers of SCS will review such cases and decide appropriately, with the advice of a committee including the Dean / HOI / Director, to ensure that no actual conflict of interest exists and that such an involvement by the consultant does not adversely affect the consultant's objectivity, integrity, or commitment to the Institute and to the profession. Consultants may not use the Institute name or the fact that they are affiliated with the Institute, in a manner that

(i) Suggests that the Institute approves or disapproves of a product or service provided by a profit, non-profit or governmental entity
or

(ii) Suggests that the Institute has performed research or issued research findings when it has not done so, or misleadingly states the results of Institute research
or

(iii) May be interpreted to communicate the official position of the Institute on any issue of public interest.

Budgetary Implications

3. 6. Budgetary Implications

3.6.1 Travelling Rules

3.6.1.1 Travel out of the campus on account of consultancy activities should be undertaken with written intimation to the Dean & Office of SCS.

3.6.1.2 Outstation travel on Consultancy Assignments may be undertaken normally with the prior approval of the Director & Head of the Department / Centre / School, or, the Vice chancellor & HOI (in the case of University Heads of Department / Centre / Schools). It is, however, anticipated that such approvals will be given within two working days in order to ensure that prior commitments to clients are honored. In emergencies, prior intimation and subsequent sanction could be considered.

3.6.2 Consultancy Project Execution

Consultancy projects are normally initiated by requests / enquiries from the industry directly to the Institute / University or by discussion between the industry and the Consultants.

3.6.2.1 When the enquiry is directly received by the Institute / University, the work will be assigned to specific consultant or groups of consultants depending on their expertise, and existing commitments, by the Dean / HOI / HOD after due Consultation with Institute Coordinators, SCS.

3.6.2.2 In the event of a client preferring the services of a specific consultant, the assignment may normally be assigned to the identified person, provided the requirements mentioned above are fulfilled.

3.6.2.3 All acceptance letters will be sent by the Director / HOI after due Consultation with Institute Coordinators.

3.6.2.4 Consultancy project proposals (prepared in response to a client's request) are to be approved by the Group Coordinator / Institute Coordinator who may examine the scope of the work and cost estimates. It is essential to discuss proposed work plans with a client vis-à-vis the scope, in order to obtain clarity before the consultant prepares the cost estimates.

3.6.2.5 In extreme emergencies, a consultant may take up an assignment with intimation to the Dean / HOI/HOS & Office of the SCS and then seek approval. It would, however, be necessary to ensure that the task involved is not a major one entailing total charges not more than Rs. 50,000/- or, Five days of faculty time, and payments are made immediately, well before submission of any formal report.

3.6.2.6 The charges, once finalized, will not be negotiable. However, if the scope is altered, a fresh estimate may be considered.

3.6.2.7 Consultant should be aware of the potential for the generation of Intellectual Property during the execution of projects. The Intellectual Property Policy of the Institute as decided by the IPR Cell will govern all decision and actions concerning the generation, handling, protection and commercialization of the Intellectual Property.

The institute can pursue the terms related to the generation of the IPR during the project execution as per the IP policy of the Sage Group or Client (Industry) on mutually agreeable terms.

3.6.2.8 The services of external consultants (especially retired Faculty / Research Scientists / Research Engineers) may be utilized to a limited extent in order to provide comprehensive services to clients. Such external consultants will be entitled to a lump sum consultant fees which may be fixed after taking into account essential expenditure directly related to the assignment. Normal deductions by way of Institutional charges, and mandatory taxes will, however, be made. The consultant fees payable to External Consultants may not, normally, exceed 30% of the total project cost.

3.6.3 Consultancy Rules: Related Payment schedule

3.6.3.1 The charges for any assignment are normally payable in advance. However, exceptions may be made in respect of assignments involving charges exceeding Rs.1,00,000/- and with implementation periods exceeding 6 months.

3.6.3.2 In the case of large assignments, a payment schedule linked to milestones can be worked out. Such a payment schedule should ensure that

(i) advance payment is received for every segment of work, and

(ii) the number of installments is reasonable and consistent with ease of implementation. The number of installments may not exceed four for a project implemented over a one-year period, and, this number needs to be scaled down accordingly for shorter duration projects.

3.6.3.2 It would be preferred if payments are made in a digital mode. Cash Transactions should be avoided.

3.6.4 Costing of Consultancy Projects

The consultancy project costing is based on the following component charges:

3.6.4.1 Consultancy Fees (CF): There are no rigid norms for calculating the Consultancy fee. This depends upon several factors such as time spent, the importance of the advice and the experience of the faculty etc. For External Consultants, the CF is limited to 30% of the project cost for Category T (testing projects) jobs.

3.6.4.2 Professional Fees of Personnel (PFP): This refers to the charges payable to the permanent employees of the Institute for their effort in the execution of the project. The PFP is limited to 30% of the project cost for Category T (testing projects) jobs.

3.6.4.3 Salary of Project Staff (SPS): This refers to the salaries payable to temporary staff employed specifically for the project. The Salary and Perks can be decided case to case with consultation of Dean / HOI and SCS Coordinator.

3.6.4.4 Operational Expenses (OE): These include expenses incurred on consumables, contingencies, travel and daily allowance, honoraria for consultants and all other expenses related to the consultancy project. These also include Equipment Utilization Charges (EUC) for the usage of institute equipment for all consultancy projects.

3.6.4.5 Capital Equipment (CE): This will include charges for the purchase of specific equipment and any other prerequisites for implementation of consultancy projects.

3.6.4.6 Overheads (OH): Overheads will be charged at the rate of 20% of CF, PFP, SPS, OE and CE as applicable (See above points for details).

3.6.4.7 Contract Negotiation / Legal Expenses may be levied for projects involving contract negotiations.

3.6.4.8 Goods and Service tax and other taxes as applicable shall be provided for in the project cost.

3.6.5 Disbursement

The distribution of total money received from client will be as follows:

3.6.5.1 Consultancy work without use of Institute facilities (NIDCP)

Total money received from client = X1

GST = X2

Total Contracted amount, T = X1-X2

Total Expenditure on the project = E

Remaining amount, Y = T-E

Institute share = 0.30 Y

CDF = 0.10 Y

Savings, S = 0.60 Y

Amount S to be distributed to Investigators, technical and other staff on the recommendation of Office of SCS

Example of Calculation for NIDCP

Total money received from client = 1,00,000

GST = 18,000 (@ 18%)

Total Contracted amount, T = 82000

Total Expenditure on the project = 22000

Remaining amount, Y = 60000

Institute share @ 30% = 18000

CDF @ 10% = 6000

Savings, S = 36000

Amount S to be distributed to Investigators, technical and other staff on the recommendation of Office of SCS

3.6.5.2 Consultancy work involving use of Institute facilities: (IDCP)

Total money received from client = X1

GST = X2

Total Contracted amount, T = X1-X2

Total Expenditure on the project = E

Remaining amount, Y = T-E

Institute share = 0.40 Y

CDF = 0.10 Y

Savings, S = 0.5 Y

Amount S to be distributed to Investigators, technical and other staff on the recommendation of Office of SCS

Example of Calculation for IDCP

Total money received from client = 1,00,000

GST = 18,000 (@ 18%)

Total Contracted amount, T = 82000

Total Expenditure on the project = 22000

Remaining amount, Y = 60000

Institute share @ 40% = 24000

CDF @ 10% = 6000

Savings, S @ 50% = 30000

Amount S to be distributed to Investigators, technical and other staff on the recommendation of Office of SCS

6.5.3 In the case of short duration jobs entailing full advance payment, full disbursement to be made upon completion of the job and receipt of

(i) a completion certificate from the Consultant(s) and

(ii) the project completion report.

In the case of long duration jobs entailing advance payment of installments linked to milestones, partial disbursements may be made; such disbursements will be linked to the phase-wise Charges and Consultant Fees as per estimates to be provided by the Consultant(s)and the phase-wise completion certificate.

3.6.6 Consultancy Development Fund (CDF)

The funds available in the CDF may be used to support the ongoing Consultancies, equipment maintenance, laboratory development etc. with the approval of Management upon recommendation with Institute Coordinator and Director/ HOI.

3.6.7 Review and other Related Matter of Consultancy Projects

It is essential to provide an effective framework to ensure smooth implementation of consultancy projects in the context of Educational, R&D, IPR and related activities. Also, Office of SCS should be in possession of basic information in respect of consultancy activities to meet various proactive as well as reactive needs.

3.6.7.1 A short report on every consultancy project, upon completion shall be submitted to the Office of SCS (Institute and Group Level) by the Consultant. The reports shall be preserved as 'Classified Documents' for a period of typically five years, to be destroyed thereafter, if deemed fit.

3.6.8 Other Matters

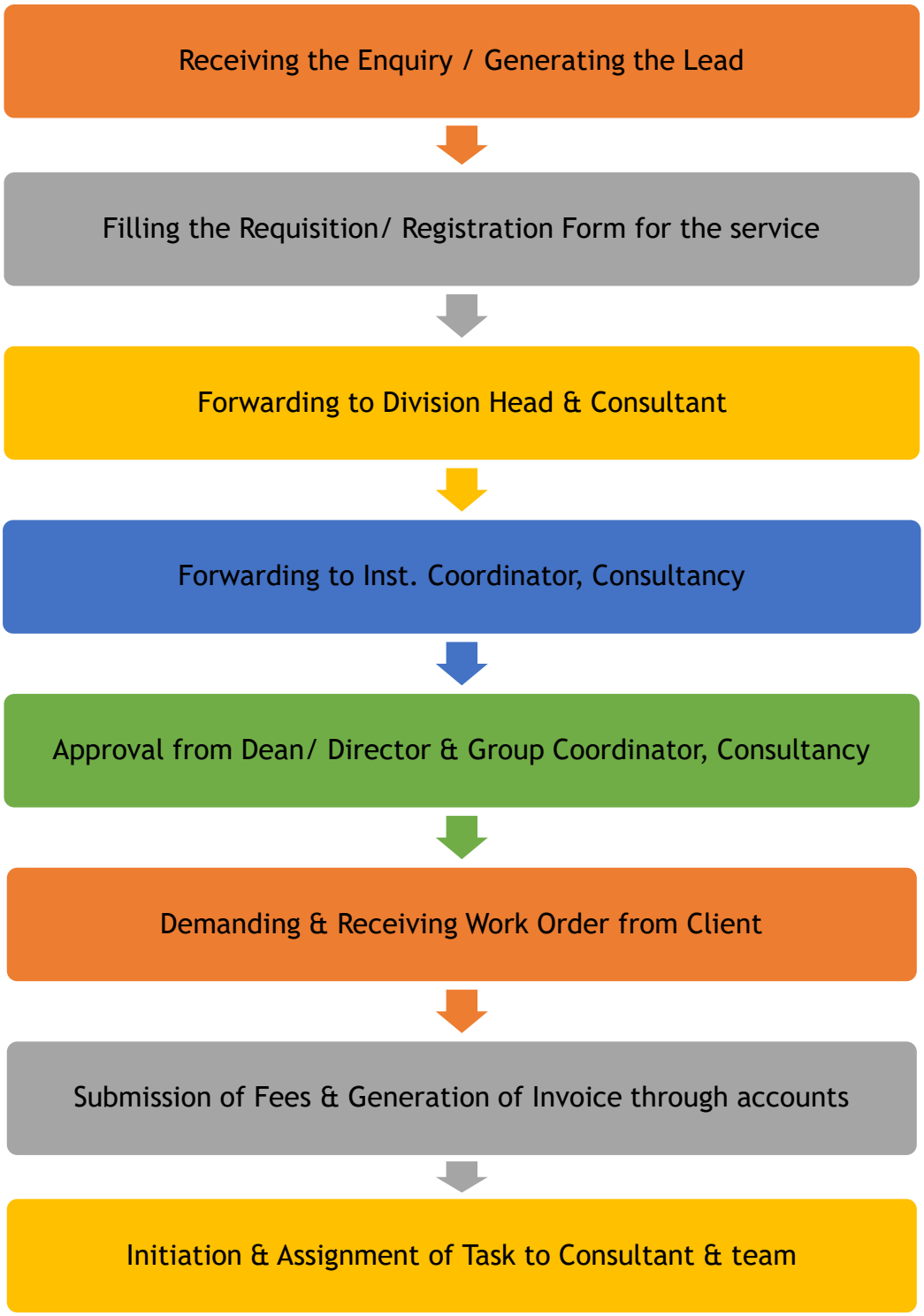
3.6.8.1 Earnings for Technology Transfer, Revenue Sharing and Royalty will be governed by the Intellectual Property Policy of the SAGE Group.

3.6.8.2 Notwithstanding the above, and keeping in mind the best interests of the Institute, consultancy may be taken up in exceptional cases, not covered by the above rules, with prior approval of the Dean / HOI & Office of SCS.

Standard Operating Procedure

4.1 Standard Operating Procedure (SOP)

Flowchart



Reference No: _____

Personal Information

Name of the Applicant: _____

Mobile No:_____Qualification_____

Email ID: _____

Correspondence Address: _____

_____

Professional Information

Name of Organization: _____

Designation:_____

Office Address: _____

_____

Job Work Description

Division:_____

Duration:_____

Type of Work: _____

Short Description: _____

(Please Attach Detailed Description in about 100-200 Words as Annexure)

Declaration

It is hereby declared that _____(Client) has attended the meeting with respect to his application for the above stated job work applied to SAGE Consultancy Services with his Consultant(s) and understood the Terms and Conditions as specific to this job description, and he agrees to abide with the same.

The Final Fees decided is _____ and applicable to the Current Application only, any additional or recurring requests will be charged additional as per the agreement.

(Signature of Client)

Date: _____ **Place_____**

(Director / Dean) **(Consultant)**

(Division Head) **(Institute Coord)**

(Name & Signature with Date)

For Office Use only

Job Allotment Details

Job Allotted to Division: _____

Division Head: _____

Consultant: _____

Date(s) of Meeting with Client: _____

Tentative Date of Completion_____

Fee Information

Fee _____

Advance Fee paid _____

Receipt no. _____ **Date**_____

Balance Fee_____

SCS Institute Coordinator **Division Head** **Accounts Officer**

(Name & Signature with Date)

Copies of this Part to be sent to(CC) -

Office	Name	Receiving
Respective Director / Dean office		
SCS SGI Coordinator		

4.3 Auxiliary/Additional consultancy format

Name of Organization	
Name of Division Head	
Title of Work	
Reference ID	
Name of Consultant(s)	
Duration	
Description of Earlier consultancy	

Details of the work to be added

Details of Additional work	
Details of Additional Consumables	
Details of Additional Facilities / Equipments/ Infrastructure	
Other details if any	
Previous Cost	
Costing after Addition of work	

Consultant (s) SCS Coordinator (SUI/SGI/SUB) Dean/ Director

4.4 Consultancy Services Agreement

Annexure A

This SAGE Consultancy Services Agreement (hereinafter "Agreement") is hereby entered into as of this the [.] day of [.], 2021.

("Effective Date……. Effective Tenure…….)

4.4.1. Services / Project.

Subject to the terms and conditions set forth herein, Client (Name/Address) hereby engages the SAGE Consultancy Services (SUI/SUB/SGI)…..Name/Address…. to perform, and SAGE Consultancy Services agrees to perform, professional services in relation to [……] ("Work") as of this the [.] day of [.], 2021.

("Effective Date…….)

4.4.2. Deliverables.

Upon completion, SAGE Consultancy Services shall submit the completed Project in the format reasonably acceptable to Client. Subject to the terms set forth herein, , the manner and method of producing the work is monitored by the Client and the SAGE Consultancy Services shall carry on such work as long as they comply with Client requirements, which shall be described in Annexure B or may be communicated in writing to SAGE Consultancy Services (e-mail is acceptable). SAGE Consultancy Services is obliged to only deliver the work and the Client is not entitled to demand SAGE Consultancy Services engagement in another project unless or until Client and SAGE Consultancy Services enter into a separate agreement to cover such project on mutually agreed-upon terms.

4.4.3. Obligations and Warranties of Sage Consultancy Services.

a) Upon submitting the Project to the Client, SAGE Consultancy Services represents and warrants that the Project (or any part of it):

- complies with all requirements provided by the Client (formatting style is considered a requirement) in Annexure B;
- has not been obtained by unlawful means;

b) The SAGE Consultancy Services acknowledges and agrees that if they fail to adequately complete the Work by the agreed due date, the Client has the sole right to cancel this Agreement; provided that Client must pay SAGE Consultancy.

Services a reasonable prorated amount of the Fees proportionate to that portion of the Project completed to date. If the SAGE Consultancy Services fails to meet the Work deadline, they must contact the Client to request deadline extension at least 24 hours prior to the due date. Extension may be granted at the Client's sole discretion.

c) The Client (s) shall be responsible for the following specific obligations:

(i) Inventory inputs

(ii) Manpower requirements, if any

(iii) Payment/ Charges

(iv) Any other specific requirements.

4.4.4. Consultancy Fee/ Amount

The Client will pay Consultancy fees to the SAGE Consultancy Services or to the organization of the SAGE Consultancy Services. It may be time to time as a part payment according to the agreement

4.4.5. Compensation.

a) The SAGE Consultancy Services shall be liable to receive compensation amount in that case where the client will not pay Consultancy fees on time for the Services with an amount of Rs. [.]/- (Rupees [.]), and no other fee or expenses shall be paid to the SAGE Consultancy Services, unless the Client has approved such fee or expenses in agreement.

(b) The completeness of the Services and work product shall be determined by the Client and The SAGE Consultancy Services at their sole discretion, and the SAGE Consultancy Services may agree to make all revisions, additions, deletions, or alterations as requested by the Client.

4.4.6. Materials.

The Client agrees to furnish the SAGE Consultancy Services with all necessary inventory/ materials needed to complete the Work described herein.

4.4.7. Ownership and Assignment

a) Ownership:

- The Parties agree that the Client shall have complete and sole ownership over the work product or Services performed by the SAGE Consultancy Services under this Agreement.

b) Assignment:

- The SAGE Consultancy Services hereby assigns and agrees to assign to the Client, without royalty or any other consideration except as expressly set forth herein, all worldwide right, title and interest that the SAGE Consultancy Services may have or acquire in and to the Client, its successors, assignees, or nominees, the Receiving Party's right, title and interest, if any, in any patents, trade secrets, trademarks, copyrights, or other intellectual property rights or proprietary information embodied in or relating to SAGE Consultancy Services work under this Agreement.
- At the Client's request, the SAGE Consultancy Services hereby agrees to cooperate with the Client and do all such actions and execute any documents necessary to give effect to the provisions of this section.

4.4.8. Relationship of the parties

a) The SAGE Consultancy Services and its Personnel, if any, shall, at all times, remain independent contractors and nothing in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

b) The SAGE Consultancy Services may not act as agent for, or on behalf of, the Client, or to represent the Client, or bind the Client in any manner.

c) Neither the SAGE Consultancy Services, nor any of the SAGE Consultancy Services Personnel, shall be entitled to any benefits accorded to any employees of the Client or other benefits generally granted to employees including but not limited to insurance, vacation, retirement benefits and sick pay.

4.4.9. Confidentiality

a) Confidential Information:

Each Party shall keep confidential and secret any and all Confidential Information that it may acquire in relation to the business or affairs of the other Party. Neither Party shall use the other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement. Each Party shall be responsible for ensuring that its officers and employees comply with the provisions of this clause.

4.4.10. Term and Termination

a) **Term:** This Agreement shall take effect immediately from the Effective Date and continue to remain in full force and effect for a period of 3 (three) months and the Parties have the option of renewing the same (hereinafter, the "Term"), unless terminated earlier in accordance with this Agreement.

b) **Special cases** related to government approval

A copy of government approval needs to submit in case

- If project is under the policies of Government restriction.
- If there is use of hazardous chemical / restricted chemical.

c) **Termination:** Either Party may terminate this Agreement for cause by providing the other Party written notice if the other Party: (i) is in material breach of this Agreement and has failed to cure such breach within five (5) days after its receipt of written notice of such breach provided by the non-breaching Party; (ii) engages in any unlawful business practice related to that Party's performance under the Agreement; or (iii) files a petition for bankruptcy, becomes insolvent, acknowledges its insolvency in any manner, makes an assignment for the benefit

of its creditors, or has a receiver, trustee or similar party appointed for its property. The Parties shall give a notice of 1 (one) month prior to termination

4.4.11. Indemnification.

Client agrees to hold SAGE Consultancy Services harmless for any such damages that may arise from SAGE Consultancy Services work product. In no event shall SAGE Consultancy Services be liable for any direct, indirect, punitive, incidental, special consequential damages whatsoever arising out of or connected with the use or misuse of her work product. SAGE Consultancy Services assumes no responsibility for any special, incidental, indirect, or consequential damages of any kind, or any damages whatsoever (including without limitation, those resulting from her work product or from: (a) user or Client reliance on the materials or documents produced (b) costs of replacement writings, training, or documents (c) loss of use, data, or profits (d) delays or business interruptions, (e) and any theory of liability, arising out of or in connection with the use or performance of SAGE Consultancy Services work whether or not SAGE Consultancy Services has been advised of the possibility of such damages.

4.4.12. Liability.

Except with respect to the parties' indemnification obligations, neither party shall be liable to the other for any special, indirect, incidental, punitive, or consequential damages arising from or related to this agreement, including bodily injury, death, loss of revenue, or profits or other benefits, and claims by any third party, even if the parties have been advised of the possibility of such damages. The foregoing limitation applies to all causes of action in the aggregate, including without limitation to breach of contract, breach of warranty, negligence, strict liability, and other torts.

4.4.13. Miscellaneous.

a) **Entire Agreement:** This Agreement, and any annexures, duplicates, or copies, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements,

representations, and understandings of any kind, whether written or oral, between the Parties, preceding the date of this Agreement.

b) **Amendments and Assignment:** This Agreement may be amended only by written agreement duly executed by an authorized representative of each party (email is acceptable). This Agreement shall not be assigned by either party without the express, written consent of the other party.

c) **Severability:** If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified to reflect the parties intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

d) **No Waiver:** A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

e) **Dispute Resolution**, Governing Law and Jurisdiction:

i) The Parties agree to first mediate any disputes or claims between them in good faith and resolve the disputes amicably and share the cost of treatment equally. In the event that treatment fails, any claim arising out of or relating to this Agreement shall be settled by Arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996. All hearings will be held in Bhopal/ Indore and shall be conducted in English. Each party shall appoint an arbitrator who shall then appoint a sole arbitrator to preside over the Arbitration proceedings.

ii) This Agreement shall be governed by and construed in accordance with the laws of India. The adjudication of any dispute will be the exclusive jurisdiction of the courts of Bhopal/ Indore.

f) **Notice:** Any notice, demand, or request with respect to this Agreement shall be in writing and shall be effective only if it is delivered by personal service, by client air courier or emailed to the address set forth above. Such communications shall be effective when the addressee receives them.

g) **Headings:** The numbering and captions of the various sections are solely for convenience and reference only and shall not affect the scope, meaning, intent or interpretation of the provisions of this Agreement, nor shall such headings otherwise be given any legal effect.

The Parties have read and understood all the terms herein and are voluntarily, free of any coercion, signing this Agreement on the date stated in the introductory clause.

Client Name	**Consultant Name**	**Institute Coord. (SCS) Name**
Signature:	Signature:	Signature:
Date:	Date:	Date:

ANNEXURE - B

4.5 Details of Services

4.5.1. Services to be provided by SAGE Consultancy Services:

<to be added>

Additional Services may be added by parties by mutual agreement in writing.

4.5.2. Work product to be delivered by SAGE Consultancy Services (Check boxes as applicable, and set forth details as desired in space provided):

[ ] Oral recommendations/reports

[ ] Written reports (As per time frame of project)

- [ ] Daily
- [ ] Weekly
- [ ] Monthly
- [ ] Upon Completion
- [ ] Other:
  - [ ] Notes, Drafts, Working Papers, etc.

4.5.3. Schedule for Completion of Work:

S. No.	Task to be completed	Deadline (Date)	Consultant Sign.

4.6 Completion Report Format

Reference No: _____

Job Allotment Details

Name of Activities/Work Carried _____

Job Allotted to Division: _____

Division Head: _____

Consultant: _____

Date ofCompletion _____

Remarks _____

Details of the Client

Name of Client : _____

Type of Client (Tick): Private Sector/ Govt. Sector/ Public Sector /Foreign Agency / Others
(Please Specify) _____

Contact person _____

Designation: _____

Office Address: _____

Fee Information

Fee paid Detail: _____

Receipt No.: _____

Status of Payment: Partial/Full _____ **Remarks** _____

Checklist

Utilization Certificate	
Final Report to Client	
Client Feedback	

(Director / Dean) **(Consultant)**

(Division Head) **(Inst. Coord. SCS)**

(Name & Signature with Date)

Format of Completion Certificate

SAGE UNIVERSITY INDORE

COMPLETION CERTIFICATE

This certificate is bestowed _____

for successful completion of his project work entitled

_____

in the division of _____ under the guidance of _____.

The said work was conducted during _____

We wish him best for future endeavours.

Director/ Dean
SUI

SCS Coordinator
SUI

Group Coordinator
SCS

4.7 Utilization Certificate

This is to certify that Income Expenditure Account of Project Reference No : _____

has been prepared and audited as per the norms.

Name of Consultant(s)	
Name of Div. Head	
Title of Work	
Duration	
Remarks, if any	

Statement of Income and Expenses Account

Expenses	Amount(INR)	Income	Amount (INR)
Total Expenditure		**Total Income**	

(Please attach relevant documents/ annexure)

The total Income is _____

The total Expenditure is _____

Unspent Balance _____

Remarks :_____

Sign Of Consultant (s)

(Accounts Officer) (Institute Coordinator, SCS) (Div. Head/ Dean)

4.8 Advance Requisition and Settlement Format

1.	Name of the Consultant		
2.	Designation		
3.	Department		
4.	Organisation		
5.	Details of advance and settlement	Amount of advance sanctioned Rs :	
		Date of advance:	
		Date of settlement:	
		Source of Advance:	Institute Fund/ Project Fund
6.	Purpose of advance		
7.	If advance is not utilized / or utilized for other purposes for which it was approved, mention reasons there of;		

Summary of bills/invoices attached for settlement of advance

S. No.	Invoice/ Bill No.	Invoice/ Bill No	Name of Company	Details of Items	Amount (INR)
1					
2					
3					
4					
5					
6					
7					
If required , enclose separate sheet as per above format					
				Total Expenditure (Rs)	
				Less: Amount of advance (Rs)	
Balance amount receivable / payable from/to Mr / Ms / Prof/Dr					

Declaration by employee	Certified that amount of advanced sanctioned has been utilized for the purpose for which it was sanctioned and GFR-2005 rules (if applicable) have been followed for purchase of above material. **Signature of the Consultant**

Bills have been examined and found in order and as per approval given by the competent Authority.

SCS **Accounts Officer** **Director/Dean/VC**

4.9 Domestic Travel Requisition Format

1. Reference No.: …… Date: ……

2. Name of Principal Consultant(s): ……Designation……

3. Name of the Client:……..

4. Title of the work: ……

5. Name and designation of travelling person (s)……

6. Place(s) to be visited along with dates:……

7. Purpose of visit: ……

8. Estimated Expenditure:

a) Travel Expenditure: Road/Rail Fare: Rs. …… Air fare Rs. ……

b) Per Diem Daily allowance @ …… for …….. days =Rs. ……

Hotel accommodation @ …… for……. days = Rs. ……..

c) Miscellaneous expenses (registration, telephone/internet etc.) Rs. ……

Total Expenditure: ……

9. Advance in the name of: …… ……..of Rs……

Recommended/Not recommended

Signature of Consultant

If Company receiving the consultancy has specified any specific condition(s) for travel under the agreement that shall be followed. To be attached by each travelling person with the respective TA bill form(s)

Consultancy Cell

The travel recommendation is in accordance with the norms laid down in the terms and conditions of Consultancy.

SCS Coordinator **Accounts Officer** **Director/Dean/VC**

4.10 Remuneration Format

Date -_____

Name of Consultant(s)			
Name of Div. Head			
Title of Work			
Reference No			
No of Working Days		Dates (From – To)	
Breakup of Claim			
Consultancy Fee CF (A)			
Consumables Paid by Self (B)			
Travel Expenses/ Accommodation (if Any) (C)			
Net Advance Taken (if any) **D**			
Total Net Claim A+B+C-D			
Name & Sign of Consultant			
Verified By Division Head			

(Name & Sign of Univ. / Institute Coordinator, SCS) (Name & Sign of Accounts Officer)

(Name & Sign of Approving Authority)

4.11 Testing Report Format

Sagar Group of Institutions

Sage Consultancy Services (SCS)

Test Report

Client	Gandhi Pharmaceuticals	Contact Person with Designatioin			Mr. Nitesh Kumar, HOD
Date	03.06.2021	Time			15.03
Bill / Invoice no.		Amount		Date	
Test Description (Requirements of the sample provider)	Antibiotic Testing				
Test ID	IBSc. 2021/001	**Test Description**	UV, HPLC		
Division	Pharmacy	**Division Head**	Sandeep K. Verma	**Consultant**	Dr. Payal Saiju

Test Report

A. UV sample

S. No.	Sample Description	Quantity	Standard Values	Test Values	Remarks
1					
2					

B. HPLC Sample

S. No.	Sample Description	Quantity	Standard Values	Test Values	Remarks
1					
2					

Report Prepared by Name & Signature	**Report Checked by Name & Signature**
Recommendation if any	

4.12 Grievance Redressal Format

1. Reference No.: ..... Date: .....

2. Name of Principal Consultant(s):.....Designation.....

3. Organisation: .....

4. Name of the Client:.....

5. Title of the work: .....

6. Nature of the Grievance Please tick (Any One)

Time Material Policy Personnel Vigilance Finance

7. Details of the Grievance.....

Signature of Consultant

I vouch for the details presented by me related to the grievance are true to my knowledge. Further I also acknowledge that I will accept the decision of authorities.

.....

.....

.....

SAGE Consultancy Cell

The grievance is solved as per the policy of Consultancy Cell and the recommendation is as under:

.....

.....

SCS Coordinator **Accounts Officer** **Director/Dean/VC**

4.13 Certificate of Appreciation Format

SAGE UNIVERSITY INDORE

CERTIFICATE OF APPRECIATION

This Certificate is awarded to Dr. Pallavi Pahadiya, SUI

in grateful recognition for the enduring commitment to exceptional work under "Sage Consultancy Services (SCS)".

We extend our warm regards and appreciation for the successful execution of the project "project name from "Industry name with address" in stipulated time.

We wish her best for future endeavours.

Director/ Dean
SUI

SCS Coordinator
SUI

Group Coordinator
SCS

The SAGE GROUP

SIRT (Bhopal)
Ayodhya Bypass
Road, Bhopal
www.sirtbhopal.ac.in

Sage University (Indore)
Kailod Kartal, Rau
By-pass Road, Indore
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Katara Extension, Sahara
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www.sageuniversity.edu.in

M/s Agrawal Construction Co. | SAGE UNIVERSITY | SIRT SAGAR GROUP OF INSTITUTIONS | SAGE SCHOOL | MY SAGE HOSPITAL | AGRAWAL POWER PVT. LTD | True Sage Foundation