

OFFICE OF THE REGISTRAR

SU/Reg./Notification/2024/025

May 28, 2024

Notification

Training and Consultancy Policy

As an Institution committed to academic excellence and societal contribution, Sharda University (hereafter referred to as 'SU') takes pride in its role as a global center for learning and research. In addition to academic programs, SU encourages its faculty, staff, and students (referred to collectively as 'faculty/ staff') to engage in training and consultancy activities with industry, academic institutions, and individual clients. This policy outlines the guidelines and procedures for these activities.

1. Introduction

Training and Consultancy activities serve as vital conduits through which academic knowledge and expertise are harnessed for the betterment of society, while also contributing to revenue generation and sustainability efforts. These endeavors foster productive relationships with various stakeholders including industry, academic institutions, and individuals, ultimately bolstering the social and economic impact of the university on local and global communities. In principle, SU encourages its faculty and staff to engage in training and consultancy work, recognizing these activities as valuable contributions aligned with SU's objectives and the contractual responsibilities of faculty and staff. To support and promote these efforts, SU commits to providing professional and logistical assistance to faculty and staff.

2. The objectives of this Training and Consultancy Policy are as follows:

- Establish a clear framework for training and consultancy activities involving all stakeholders.
- Foster and strengthen the university's connections with industry, commerce, and society.
- Enhance the expertise of faculty and staff.
- Facilitate the exploration of new research avenues.
- Foster the creation of knowledge and the development of competencies essential for a skilled workforce.
- Effectively manage external relationships.
- Ensure equitable returns to both the university and its faculty and staff.
- Provide incentives for faculty and staff engagement.
- Offer professional and logistical support through the office of Dean Research & Development.

3. Rationale and Scope

In adopting this Policy, SU aims to formalize its training and consultancy endeavors while ensuring that faculty and staff involved understand their rights and obligations. Key considerations include:

- Safeguarding the reputation of SU.
- Upholding ethical and legal obligations, with breaches subject to disciplinary action including potential termination.
- Addressing taxation concerns.
- Establishing appropriate costing and pricing mechanisms for training and consultancy activities.

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Faculty members are required to coordinate with their respective Deans and the Dean of Research & Development, while non-academic staff should liaise with their Head of Department/ Dean and the Registrar when undertaking training or consultancy work.

4. Framework

4.1 Research

- 4.1.1 The term "faculty/staff" encompasses regular academic, non-teaching (NT), technical, and emeritus faculty.
- 4.1.2 Academic faculty/staff refers to all individuals including faculty, research scholars, students, and technical staff working within Schools/Departments.
- 4.1.3 Research entails investigative endeavors aimed at acquiring new knowledge and understanding. It encompasses activities directly relevant to the needs of commerce, industry, public and voluntary sectors, as well as scholarship, invention, idea generation, and experimentation leading to new insights or improved outcomes. Research excludes routine testing and analysis, as well as the development of teaching materials lacking original research content.

4.2 Consultancy

- 4.2.1 Consultancy involves applying existing knowledge or techniques to address a client's specific needs, differing from research in its focus on practical solutions rather than academic outputs.
- 4.2.2 Consultants provide deliverables to clients for an agreed fee, with these deliverables typically becoming the property of the client.
- 4.2.3 Consultancy work usually does not generate new intellectual property; however, any created intellectual property is typically jointly owned by SU and the client.
- 4.2.4 Consultancy projects are typically short-term with fixed timelines, although longer durations are possible with mutual agreement.
- 4.2.5 The following activities are excluded from the definition of consultancy:
 - Research funded externally
 - External examiner services
 - Teaching or quality assessment services
 - Guest lectures or presentations
 - Committee chair/member services
 - Media interactions
 - Board appointments
 - Academic publications
 - Inter-institutional academic activities
 - Expert services for Accreditation & Rankings for other institutions

Sharda employees in individual capacity are prohibited from providing expert services for Accreditation & Rankings to other institutions without prior permission, especially SU's competitors in NCR & UP. Violations may lead to termination and legal action.

4.2 Training

- Training involves providing essential knowledge and skill enhancement opportunities to learners from corporate, industry, and external academic institutes to empower continuous growth and development.

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- Comprehensive training, including corporate training, enhances professional and personal growth, fostering employee retention.
- Corporate training, ideally facilitated by nearby universities or HEIs, fosters collaboration between academia and industry, benefiting both sectors.
- Universities collaborate with corporate entities to design training programs meeting industry standards and promoting employee development.

4.4 University Training/Consultancy

University Training/Consultancy involves a contractual agreement between SU faculty/staff and a client, where SU employees provide specific professional services to meet the client's needs, either utilizing or not utilizing SU's resources such as space, equipment, services, or time. In exchange, the client provides a fee or other forms of compensation. Additionally, the client is responsible for insurances and assumes liability for any issues arising during contract execution. If any challenges arise in this regard, the Vice Chancellor of SU will make the final decision. Faculty/staff will proceed with the contract only after approval from the competent authority.

4.5 Community Service Consultancy

Community Service Consultancy is a specialized type of University Consultancy focused on providing services to the local community. Faculty/staff involved in Community Service Consultancy projects are subject to the standard "University Consultancy Approval Process" and must adhere to the "Contractual Terms and Conditions" established by the university.

4.6 Private Training/Consultancy

Private Training/Consultancy refers to the provision of professional services by faculty/staff in a strictly private capacity, outside their normal contractual obligations to SU and beyond working hours, without utilizing SU's resources. However, private training/ consultancy will be processed through the concerned HoD/ Dean of the school

In case of private Training/ consultancy, the University shall not have any liability and be made a party to the training/ consultancy. (Appendix IV)

Rules governing private training/consultancy include:

- The individual acts as the contracting party.
- SU bears no liability for the undertaken work.
- SU has no obligations under the Health and Safety at Work Act for such activities.
- The individual must refrain from using SU's facilities or premises.
- Conflicts with SU's interests or confidentiality obligations must be avoided.
- Private training/consultancy should not occur during university hours.

Providing expert services for Accreditation & Rankings to other institutions requires prior permission from the competent authority, especially SU's competitors in NCR & UP. Violations may lead to termination and legal action.

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5. University Training and Consultancy Approval Process

All training and consultancy endeavours, whether conducted by faculty/staff on behalf of SU or as Private Training/Consultancy, carry inherent risks and liabilities. It is crucial that faculty/staff involved in these activities adhere to the notification and approval protocols outlined in this Policy. This ensures that the University:

- Safeguards its integrity and reputation, upholding public accountability and the quality of work.
- Ensures that undertaken work aligns with SU's Intellectual Property Rights (IPR) policy without conflicts of interest.

5.1 Contractual Terms and Conditions:

- 5.1.1 Training/Consultancy work should fall within the faculty/staff member's area of expertise, be relevant to teaching or research, and not impede their regular duties.
- 5.1.2 Faculty/staff seeking to engage in Training/Consultancy must submit a detailed proposal and obtain approval from the Head of Department (HoD), School Dean, and Dean of Research & Development. Non-academic faculty/staff should seek approval from their respective HoD and the Registrar.
- 5.1.3 The time allocated for faculty/staff to undertake University Consultancy/Training will be determined by the HoD, endorsed by the School Dean, and approved by the Dean of Research & Development. For non-academic staff, the Registrar will determine the permitted time based on recommendations from the HoD.
- 5.1.4 University consultancy/training activities will be coordinated, managed, and administered by the Dean of Research & Development.
- 5.1.5 Except for Community Service Consultancy, all fees for Consultancy work or training must adhere to pricing guidelines outlined in section 5.2 and confirmed by the Dean of Research & Development.
- 5.1.6 The client is responsible for providing insurance coverage to faculty/staff for the execution of consultancy/training work.
- 5.1.7 Faculty/staff will have access to all University services, including financial and legal support.
- 5.1.8 In case of issues, faculty/staff should initially report to their reporting officer. If the matter remains unresolved after two weeks, it should be escalated to the Vice Chancellor in writing through the Dean of Research & Development. The decision of the Vice Chancellor will be final in this regard.

5.2 Pricing and Conditions for University Consultancies/ Trainings

The Office of the Dean, Research & Development will provide guidance to faculty/staff on pricing matters, including current daily rates, and will negotiate with clients alongside faculty/staff on behalf of the University.

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The fee structure for each training/consultancy engagement will be determined on a case-by-case basis.

When pricing for training/consultancy, the following factors should be considered:

- Faculty/staff time, at full commercial rates, and any applicable GST.
- Full costing of equipment and facility access.
- Contingent expenses such as travel, materials, and consumables.
- Any additional costs related to work conducted on University premises involving non-SU personnel.
- Insurance at standard rates specified by publicly funded agencies (e.g., LIC, GIC, NIC, etc.).

5.2.1 For Training/Consultancy Contracts valued up to ₹ 2,00,000/- per assignment:

For contracts valued up to Rs 2,00,000/- per assignment, including Community Service Consultancy/Training of short duration, the recommending authority will be the Dean of the School, with final approval from the Dean of Research & Development. Faculty/staff must complete the Internal Training/ Consultancy Approval Form (Appendix-I) and the SU Proforma Training/ Consultancy Agreement (Appendix-II) for endorsement by the Dean of the School, who will be the authorized signatory for the agreement. Once endorsed by the Dean and the client, a copy of the Agreement should be distributed to IQAC, the Dean of Research & Development, the Registrar, and the Finance Officer for reference and records.

In the event of any issues with the client, faculty/staff should involve the Dean of Research & Development in negotiating and finalizing the training/consultancy contract.

When signing the contract, the Dean of the School must certify that:

- The faculty/staff member possesses the requisite expertise to carry out the work.
- There are no conflicts between the proposed training/consultancy work and the faculty/staff member's responsibilities.
- There are no breaches of confidentiality or ethical concerns related to the training/consultancy work, including data, processes, SOPs, policies, frameworks, ERPs, etc.
- The faculty/staff member can effectively balance their teaching, research, and other responsibilities while undertaking the training/consultancy.
- Any use of University resources and facilities has been fully disclosed and approved.
- The proposed work has been financially examined, and the costing has been appropriately conducted.

5.2.2 For Training/Consultancy Contracts Valued More than ₹2,00,000/- per Assignment:

Typically, training/consultancy contracts valued more than Rs 2,00,000/- per assignment and of long duration will be recommended by the Dean of the School and approved by the Dean of Research & Development. Faculty/ staff must diligently complete the Internal Training/ Consultancy Approval Form (Appendix I) and the SU Proforma Training/Consultancy Agreement (Appendix II) for the Dean of the School's recommendation. The Dean of the school will be the authorized signatory for the agreement. Once endorsed by the Dean and the client, a copy of the Agreement should be distributed to IQAC, the Dean of Research & Development, the Registrar, and the Finance Officer for reference and records.

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In case of any issues with the client, faculty/staff should involve the Dean of Research & Development in negotiating and finalizing the training/consultancy contract.

When signing the contract, the Dean of the School must certify that:

- The faculty/staff member has the necessary expertise to perform the work.
- There is no conflict between the proposed consultancy work and the faculty/staff member's responsibilities.
- There are no breaches of confidentiality or ethical concerns related to the training/consultancy work, including but not limited to data, processes, SOPs, policies, frameworks, ERPs, etc.
- The faculty/staff member can effectively balance their teaching, research, and other responsibilities while undertaking the training/consultancy.
- Any use of University resources and facilities, if any, has been fully disclosed and approved.
- The proposed work has been financially examined, and the costing has been done suitably.

5.2 Financial and Revenue Sharing Procedures:

Once the training and consultancy proposal receives administrative approval, it must be cleared by the Finance/Accounts department to assess it from a financial perspective. In case of any difficulties, the Vice-Chancellor (VC) will make the final decision. Each approved University training and consultancy project will be managed through a separate account, opened by the Finance Department upon request from the faculty/staff involved, based on recommendations from the HoD/School Dean and Dean of Research & Development, or the HoD/ Registrar, as applicable. Invoices will be generated by the Finance Department in the name of the client as per the faculty/staff's request. Payment by the client will adhere to SU's standard payment terms, with deductions for taxes where applicable. Faculty/staff are responsible for ensuring that all relevant costs are recovered from the client and deposited into the account promptly. Upon completion of the project, the faculty/staff, HoD, and Dean of the School will inform the Dean of Research & Development in writing that all expenses have been accounted for. Disbursement of training/consultancy fees to the faculty/staff and SU will occur after successful auditing of the accounts.

5.4 Distribution of Training and Consultancy Amount:

5.4.1 In Case of University Training/Consultancy Work:

5.4.1.1 Training/Consultancy Contracts up to ₹2,00,000:

Sharda University aims to incentivize faculty/staff, including faculty, non-teaching staff, students, and scholars involved in training/consultancy projects. For contracts valued up to ₹2,00,000/-, the revenue sharing for the trainer/consultant will be 100% of the net amount after deducting all incurred costs by the University. Hence, 100% of the net amount will be given to the faculty/staff. This revenue sharing model is not applicable for in house training by Sharda University for SU faculty/ staff and participants from outside university. However, the unspent training amount can be utilized for development and efficient running of the centre/ facility.

5.4.1.2 Trainings/Consultancies Contracts Valued More Than ₹2,00,000 :

For training/consultancy contracts valued more than ₹ 2,00,000/-, a revenue sharing ratio of 90:10 will apply, with 90% of the net amount given to the faculty/staff after deducting all incurred costs by the University.

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This revenue sharing model is not applicable for in house training by Sharda University for SU faculty/ staff and participants from outside university. However, the unspent training amount can be utilized for development and efficient running of the centre/ facility.

Faculty/staff have the option to allocate 50% of their income from training/consultancy to an account managed by the Finance Officer, aimed at supporting Professional Development and Research. In this scheme, the university will acknowledge the faculty's contribution to encourage their professional growth. This fund can be utilized for various purposes, including research equipment purchases, fellowship payments, attending conference, publication expenses, hospitality for guests, procurement of educational materials, and office space development.

The administration of this fund, known as the Sharda University Professional Development Fund (SUPDF), will be overseen by the Finance Officer through a separate account. Faculty members can access these funds with approval from the Head of Department, School Dean, and Dean of Research & Development or the Vice Chancellor.

5.4.2 Private Training/Consultancy Work:

Private Training/Consultancy (refer to section 4.6) will be processed through the concerned HoD, Dean of the School, and Dean of Research & Development. All details, including the financial aspect, must be submitted through the proper channel before undertaking the work. Upon completion, a report must be submitted. Faculty/staff must maintain a separate account for the training/consultancy in an RBI recognized bank. Since the University is indirectly involved, a revenue sharing ratio of 90:10 will apply on the net training/consultancy amount, with 90% going to the faculty.

Faculty/staff must deposit 10% of the net income into SU's account before submitting the audited utilization certificate to the client. They must ensure no potential conflict with the University's interests. The following conditions apply:

- Private trainings/consultancies must not impede faculty/staff's ability to fulfil their core duties.
- Faculty/staff must clarify in writing to the client that they are not representing the University and share a copy with their HoD/ School. **(Appendix III)**
- Faculty/staff must not use the University's name, logo, intellectual property, or facilities.
- Faculty/staff are not covered by the University's insurance policies and must address this in the consultancy agreement.
- The University bears no legal contractual responsibility for private training/consultancy.
- Faculty/staff are responsible for any taxes on income earned from private training/consultancy.

6. CONFIDENTIALITY

SU will maintain confidentiality regarding information received from the client, and the client agrees not to share SU's confidential information without approval. Faculty/staff must not undertake private training/consultancy for accreditation or rankings without permission, especially from SU's competitors. Violation may result in termination and legal action.

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7. COMPLIANCE

- Dean, Research & Development is tasked with disseminating SU's Training and Consultancy Policy to faculty through HoDs and Deans, while details are conveyed to non-teaching faculty/staff by HoDs/Director HR and Registrar. Deans and HoDs are responsible at the School/Department level for ensuring policy compliance and collaborating with Dean, Research & Development to encourage suitable training/consulting activities within their fields.
- Individual faculty/staff members are accountable for adhering to this Policy. Failure to disclose or obtain formal approval for training/consultancy will be considered as misconduct and may result in standard disciplinary procedures, potentially leading to termination or other punitive actions, both civil and criminal. Additionally, the University's insurance and public liability do not extend to individuals engaged in private training/consultancy.
- The distribution of net training/consultancy amounts to faculty members will be proportionate to the UGC-prescribed teaching load as per cadre, verified by the HR Department.

8. POLICY REVIEW

SU will periodically review this policy to ensure its relevance and appropriateness to current circumstances, aligning with the best interests of the University and its faculty/staff.

9. TERMINATION

Termination of training/consultancy projects may occur with a notice period of typically 30 days, subject to variations according to specific agreements. Upon termination, both parties must fulfil any remaining obligations connected to the work.

10. LIABILITY

SU shall not be liable for losses, damages, delays, or performance failures resulting directly or indirectly from causes beyond its reasonable control (Force Majeure). Any liability of SU shall be limited to the funds received for the work.

11. INTELLECTUAL PROPERTY RIGHTS

All intellectual property generated during training/consultancy becomes joint property of SU and the client. The terms for transferring/selling these rights to the client will be governed by a separate written agreement if necessary.

12. RESOLUTION OF DISPUTES

Disputes arising from training/consultancy work will be resolved amicably between SU and the client. Unresolved disputes may be subject to resolution under the Indian Arbitration and Conciliation Act, 1996, within the jurisdiction of courts in Gautam Buddha Nagar district, Uttar Pradesh.

This bears the approval of the Competent Authority.


(Vivek Kumar Gupta)
Registrar

Encls.: As above

To
All Deans of Schools

Copy for kind information:

- Chancellor / Pro Chancellor / CEO
- Vice-Chancellor
- Pro Vice-Chancellor
- Advisor
- Medical Superintendent, Sharda Hospital
- Controller of Examinations/ Finance Officer/ Chief Proctor/ Librarian
- All Directors
- All Administrative Heads of the respective Departments and Schools
- Notification file



APPENDIX - I

SHARDA UNIVERSITY TRAINING/CONSULTANCY: INTERNAL APPROVAL FORM

Name of the Faculty/Staff:

Designation:

Department/School/Centre/Unit:

Head of the Department/ Dean of the School:

Name and contact details of the client:

Proposed duration of training/consultancy:

Approximate training/consultancy contract value (excl. GST): ₹

Brief description of training/consultancy work to be undertaken:

I confirm that the training/consultancy work I am about to undertake with this client has been fully declared including requirements for access to University facilities, space, or equipment.

I acknowledge and have read and understood the University policy on ***Conflict of Interest***, and confirm that I have no other activities, responsibilities or ownership entitlements that might lead to a conflict of interest situation.

Signature:

Date:

Signed by Dean of School (for academic staff) or Head of Department (for non-academic staff):

Date:

Counter-signed by the Dean, Research & Development (for academic staff) or Registrar (for non-academic staff):

Date:

COPY OF SIGNED FORM TO BE KEPT BY FACULTY OR DEPARTMENT OFFICE AND DEAN RESEARCH & DEVELOPMENT.

PROFORMA FOR TRAINING/CONSULTANCY CONTRACT

This training/consultancy agreement effective _____, ("Effective Date") is between Sharda University and the party set out in the Schedule (the "**Company**").

WHEREAS the University has agreed to make available the Trainer/Consultant (as identified in the Schedule) to provide training/consultancy services for the Company.

IT IS HEREBY AGREED as follows:

1. The University will make available the Trainer/Consultant to provide training/consultancy services ("**Services**") for the Company during the period, and for the maximum number of days, specified in the Schedule.
2. All confidential information disclosed to the University by the Company shall be kept confidential and governed by a separate confidentiality agreement to be entered into by the university and the company which sets out the scope of the confidentiality obligations and circumstances when compulsory or statutory disclosure may occur.
3. The company will pay for the Services at mutually agreed contract amount (plus GST at the prevailing rate) and will reimburse the University promptly on demand for all travel, accommodation, subsistence, and other reasonable expenses incurred in providing the Services. The University shall invoice for the Services according to the schedule specified in the Schedule. Such invoices shall be payable within thirty days from the date of the invoice.
4. The University gives no warranty in relation to the services (including any warranty as to whether the use of the results of the services will infringe any third party rights), or the uses to which the results of the Services may be put by the company or their fitness or suitability for any particular purpose or under any special conditions notwithstanding that any such purpose or special conditions may be known to the University. The company acknowledges that it has satisfied itself on the foregoing matters and use of the services and the results thereof is entirely at its own risk. All conditions and warranties, express or implied, arising under statute or common law, are hereby excluded.

5. The University shall not be liable to the company for any indirect, consequential or special losses or any loss of profits (direct or indirect) arising directly or indirectly from the University's breach of this agreement or from any liability arising out of the subject matter of this agreement even if the company has advised the University of the possibility of those losses arising, or if such losses were within the contemplation of the parties. Notwithstanding the foregoing, nothing in this agreement limits or excludes the University's liability for death or personal injury caused by its negligence, or for fraud or for any sort of liability that, by law, cannot be limited or excluded.
6. The University may by written notice terminate with immediate effect this Agreement if the Trainer/Consultant ceases to be employed by the University or otherwise becomes unable to deliver the Services.
7. The court in Gautam Budha Nagar (UP) shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement.

Signed by the parties authorised signatories on the date set out above.

By and on behalf of the University:

By and on behalf of the Company

Signed: _____

Name: _____

Title: _____

COMPANY DETAILS

S. No.	Item	Details
1	Company name & Address	
2	Contact details (Mob/ Landline number)	
3	Trainer/Consultant: [insert name of the trainer/consultant]	
4	Department and School of the trainer/consultant	
5	Contact details of the trainer/consultant (Mob/ Landline number)	
6	Brief description of the services to be provided	
7	Period: [insert period of services are to be provided for, including start and end date]	
8	Amount: [insert total amount of the training/consultancy]	
9	Schedule of invoicing: [insert invoice pattern, e.g. 50% of amount at the time of signing the contract and rest 50% on completion]	

Example of a letter to an outside party clarifying the nature of a Private Training/Consultancy

The member of staff undertaking a Private Training/Consultancy must make it clear in writing to the client that the training/consultancy is being performed in a private capacity. A copy of this letter countersigned by the Company's authorised signatory must be lodged with the Dean of the School and office of the Dean, Research & Development.

A suitable letter for this purpose (which must not be on University stationery) would be:

Client/ company name:

Address and contact details of Client/ company:

Title of Training/ consultancy/Area:

With reference to our previous discussions and correspondence, I must point out that whilst my employer, Sharda University, permits its academic staff to undertake private training/consultancy assignments; nevertheless, once its approval has been given, it exercises no control or supervision over the actual performance of the work. Consequently, the University cannot accept responsibility for the work I do, or the advice given in this connection.

Yours faithfully

[Employee name]

[Company signatory name]

APPENDIX - IV

PRIVATE TRAINING/ CONSULTANCY DECLARATION FORM

Name:

Academic Title:

Head of the Department/ Centre/Unit:

Dean of the School

Name of the client:

Proposed duration of Training/Consultancy:

Brief description of Training/consultancy work to be undertaken:

I declare that the Training/Consultancy work I am about to undertake with this client will not be conducted during the University working hours entirely and without recourse to any facilities, space, equipment, research data or results of the University.

I further declare that there is no conflict of interest with Sharda University and that my client is aware that I am acting in an entirely private capacity and that I cannot make any representations concerning SU intellectual property

I understand that I am not covered under Sharda University public liability and professional indemnity insurance policy.

Signatures:

Date:

I, [Name of employee] certify that I am undertaking this work in an entirely private capacity and that there is no conflict with his/her contractual obligations to SU.

Name:

Signature of Head of Department/ Dean of the school:

Date:

COPY OF SIGNED FORM TO BE KEPT BY FACULTY OR DEPARTMENT OFFICE AND THE OFFICE OF THE DEAN RESEARCH AND DEVELOPMENT.