

# **SHARDA UNIVERSITY**

32, 34, Knowledge Park-III, Greater Noida-201310 (U.P.)

## **OFFICE OF THE REGISTRAR**

SU/Reg./Notification/2019/458a

March 17, 2019

### **Notification**

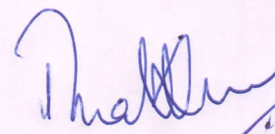
(Revised)

This is in reference to the Notification no. SU/Reg./Notification/2019/458 issued on March 15, 2019 may please be ignored. The revised notification is as follows:

'Consultancy Policy' of Sharda University is hereby notified for all concerned.

It has due approval of the Competent Authority.

Enclosure: As stated above



(Amal Kumar)  
Registrar

To,

- The Dean  
(SET/SBS&R/SAP/SCADMS/ SOL/SHSS/SBS/SOE/SOP/SMS&R/SDS/SNS&R and SAHS)

Copy to;

1. Chancellor Office/ Pro-Chancellor Office
2. Vice-Chancellor Office / Pro Vice-Chancellor
3. Principal Advisor
4. All Deans/ Directors/ ED Office
5. Dean, Academic Affairs/ Students' Welfare/ Research *and* Chief Proctor
6. Finance Officer/ Controller of Examinations
7. Medical Superintendent (Sharda Hospital)
8. General Manager (PPM)/ Chief Warden/ Sr. Security Officer (SSO)
9. All OSDs/ Jt. Registrars/ Dy. Registrars/ Assistant Registrars/ AOs
10. Notification file



# CONSULTANCY POLICY

0	17-03-2019	Issued for Implementation
<b>Rev.</b>	<b>Date</b>	<b>Description</b>
SHARDA UNIVERSITY GREATER NOIDA		Consultancy Policy

## 1. PREAMBLE

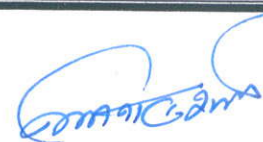
Sharda University (hereafter referred to as "SU") is an academic institution of higher learning, dedicated to excellence in teaching and research. It has, over the years, emerged as a globally reputed University. In addition to offering academic programs like Undergraduate, Post-graduate and Ph.D. to students, the University encourages its **faculty, scholars, students and staff**(hereafter referred to as "**faculty/staff**") to undertake consultancy projects given by industry, academic institutions and individual clients. In this document, the generic guidelines and the processes pertaining to consultancy projects have been outlined for information, guidance and compliance.

## 2. INTRODUCTION

Consultancy activity is an important channel through which consultant will utilize academic knowledge and expertise for common good of the society and for generation of revenue to support various programs of the university. It contributes to the development of productive relationships with clients such as industry, academic institutions, and individuals. Overall such projects will contribute to society, generate knowledge, enhance social and economic impact of the university on local and global communities, support enterprising and innovative spirit of the faculty/staff etc. In principle, SU encourages its faculty/staff to undertake consultancy projects for clients and recognizes it as a legitimate and valued activity, provided such projects are consistent with the objectives of SU, contractual responsibilities of faculty/staff. To promote consultancy, SU will provide professional and logistic support to the faculty/staff.

This Consultancy Policy will

- provide a clear consultancy framework for all stakeholders;
- encourage and develop the University's links with industry, commerce and society;
- enhance expertise of faculty/staff;
- facilitate new research opportunities
- benefit teaching programmes;
- manage external links effectively



- ensure appropriate returns to University and faculty/staff;
- provide incentives for faculty/staff
- provide professional and logistic support through the Research and Technology Development Centre (RTDC).

### 3. RATIONALE AND SCOPE

In adopting this Policy, SU seeks to formalize its consultancy activities and to ensure that faculty/staff engaging in consultancy understand their obligations and rights and give due consideration to the following:

- protecting the name and reputation of SU
- legal obligations
- taxation issues
- costing and pricing of consultancy activities

While undertaking consultancy work, faculty shall liaise with their respective Dean and Dean Research; non-academic staff shall liaise with Head of Department and the Registrar.

### 4. FRAMEWORK

#### 4.1. Research

- a. All references to faculty/staff shall include regular academic, non-teaching (NT), technical and emeritus faculty.
- b. Academic faculty/staff refers to all faculty, research scholars, students, technical faculty/staff working in Schools / Departments.
- c. 'Research' is the process of investigation undertaken in order to gain new knowledge and understanding. It includes work of direct relevance to the needs of commerce, industry, public and voluntary sectors; scholarship, invention, generation of ideas, images, performances, artefacts including design, where these lead to new or substantially improved insights; use of the existing knowledge in experimental development to produce new or substantially improved materials, devices, products and processes, including design and construction. 'Research' excludes routine testing and analysis of materials, components and processes such as for maintenance of national standards, as distinct from the development of new analytical

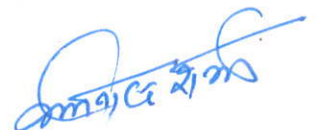
techniques. It also excludes the development of teaching materials that do not embody original research.

#### 4.2. Consultancy

- a. 'Consultancy' is the transfer or application of knowledge to address a client's articulated need/s. 'Consultancy' differs from Research in that it involves the application of existing knowledge and/or techniques and there is usually no academic output such as publications in academic journals or presentation in conferences.
- b. In Consultancy, the service provider produces a set of deliverables for which the client pays an agreed consultancy fee. In general, the deliverables produced are the property of the client.
- c. Normally consultancy work does not develop any new knowledge for which intellectual property rights (IPR) are required. If produced, however, the IPR shall stay with the SU and the client.
- d. In general, consultancy projects are short term with fixed time-line of about a year. However, it is possible to undertake consultancy projects spread over few years where the actual time (days) to be spent is mutually agreeable.
- e. The following categories of work are NOT included within the definition of Consultancy:
  - Research done through extramural funding.
  - Services rendered as an external examiner
  - Services rendered in teaching assignments / quality assessments
  - Giving guest lectures/presentations in conferences/ seminars
  - Services rendered as a chairperson / member in committees
  - Services rendered in broadcasting or other interactions with media
  - Appointment in public / private sector boards/ bodies
  - Academic publications including books
  - Inter-institutional academic activities

##### 4.2.1 University Consultancy

University Consultancy is a contractual arrangement between the faculty/staff and the client. Under this provision, an employee or group of employees of SU offer defined professional services, to a client (external



party) using / not using SU's space, equipment, services, facilities or time, on the client's articulated need/s in return for a fee or some other form of remuneration. In addition to the fee, the client shall bear the cost of insurances and shall accept the liability that may arise while executing the contract. If there are any difficulties in this regard, VC of SU will take final view and decide. With the approval of the competent authority, its faculty/staff will enter into a contract with the client. The contract with the client is regarded as part of the normal academic duties of the faculty/staff.

#### **4.2.2. Community Service Consultancy**

Community Service Consultancy is a specific category of University Consultancy that covers any agreement that results in service to the local community. Faculty/staff engaging in Community Service Consultancy will be covered under the standard "University Consultancy Approval Process" as well as the "Contractual Terms and Conditions".

#### **4.2.3. Private Consultancy**

Private Consultancy is defined as an arrangement for the provision of professional services, where the faculty/staff operates in a strictly private capacity, outside normal contractual duties/obligations to SU and beyond working hours, without using SU space, equipment, services, or facilities.

Full time employees of SU shall not provide any Private Consultancy. Part-time employees of SU may, with the permission of SU, take up Private Consultancy. In such a case the University shall NOT have any liability and shall NOT be made a party to the Consultancy.

Following rules apply to the private consultancy:

- the individual is the contracting party;
- the University does not accept any liability for the work carried out;
- the University has no obligation under the Health and Safety at Work Act for work conducted;
- the individual shall not use any of the University's facilities, nor in any way use the University's name or premises;

- the individual must ensure that there is no conflict with the interests or confidentiality obligations of the University.

## **5. UNIVERSITY CONSULTANCY**

All consultancy activities potentially pose concerns in respect of liability and other such risks for both the Consultant and the University. It is imperative that faculty/staff members involved in consultancy ('the Consultant'), whether working on behalf of SU or on Private Consultancy, comply with the notification and approval procedures outlined in this Policy so that the University can:

- protect its integrity and reputation, ensuring public accountability and quality of work.
- ensure that work to be undertaken is consistent with the terms and conditions of SU's IPR policy without conflict of Interest.

### **5.1 Contractual Terms and Conditions**

- Consultancy work must be within the faculty/staff member's field of expertise, be relevant to teaching or research and must not interfere with his the normal duties
- To engage in consultancy the faculty/staff should submit a detailed proposal and take approval from the HoD, School Dean and Dean Research. The Non-academic faculty/staff shall take approval from the concerned HoD and the Registrar.
- The amount of time permitted for members of faculty/staff to undertake University Consultancy shall be determined by the HoD and approved by the Dean, with due regard for the protection of teaching, research and administrative commitments as also taking into account the University's principles of workload distribution. For members of non-academic faculty/staff the time permitted to undertake Consultancy shall be determined by the Registrar based on recommendation made by the Head of Division.
- University Consultancy activities shall be coordinated, managed and administered by Dean Research.

- With the exception of Community Service Consultancy, all fees for Consultancy work must be priced according to the guidelines set out in 5.2 and confirmed by Dean (Research).
- Client shall provide insurance coverage to the faculty/staff for the project execution.
- A faculty/staff shall have access to the all the University services, including financial and legal.
- Faculty/staff shall report to the reporting officer in the first instance if there are any issues. If it remains unresolved even after expiry of two weeks, the faculty/staff will bring it to notice of the VC in writing through Dean (Research). The VC's decision shall be final.

## **5.2 Pricing and other conditions for University Consultancies**

RTDC shall advise the faculty/staff on all aspects of pricing (including current daily rates) and will negotiate with the client along with faculty//staff on behalf of the University.

The fee to be levied for each consultancy shall be on a 'case-to-case basis'.

Factors while pricing should include:

- Faculty//staff-time, full commercial rates for the work and GST if any;
- Full costing of access to equipment and facilities;
- Contingent expenses, e.g. travel-cost, materials and other consumables, etc.
- Any other costs incurred for work done on university premises involving non-SU personnel;
- Insurance at the standard rates stipulated by the publically funded agencies e.g. LIC, GIC, NIC etc.

### **5.2.1 For Consultancy Contracts valued below or equal to ₹5,00,000/- per assignment**

Generally consultancy contracts valued below or equal to ₹5,00,000/- per assignment are of short-duration of not more than a year. The Dean of the School shall be approving authority. The faculty/staff shall diligently fill Internal Consultancy Approval Form (**Appendix I**), the SU Pro-Forma Consultancy Agreement (**Appendix II**) for approval of the Dean of the

School. The dean is the signatory authority for entering into the Agreement. After due endorsements by the Dean and the client, a copy of the Agreement should be sent to IQAC, Dean (Research), Registrar and Finance Officer for reference and records.

In case of any issue with the client, the faculty/staff shall involve Dean (Research) in negotiation and drafting of the final consultancy contract.

While signing the contract, the Dean of the School shall certify that:

- a. The faculty/staff member has the necessary expertise to perform the work.
- b. There is no conflict between the Consultancy work proposed and the faculty/staff member's responsibilities.
- c. The faculty/staff can satisfactorily perform their teaching, research and other responsibilities.
- d. Use of University resources and facilities has been fully declared and approved.
- e. Proposed work has been examined from financial angle and the costing has been done suitably.

#### **5.2.2 For Consultancy Contracts valued above ₹5,00,000/-**

Generally consultancy contracts valued above ₹5,00,000/- per assignment are of longer duration of at least a year and could involve several faculty/staff members, departments, schools etc. Dean (Research) shall review, negotiate and approve such projects. Dean (Research) shall resolve issues of schedule of work, IPR for individuals, determining overheads etc. The faculty/staff in-charge of projects shall fill required forms for approval by the reporting authority and Dean (Research). The Dean Research or his authorised nominee shall be the authorised signatory. SU's Internal Consultancy Approval Form needs to be adhered to for large-scale or non-standard consultancy projects. This is necessary

- to avoid liabilities associated with the insurance, warranties and guarantees to clients (or to negotiate their limitation);
- to ensure that the University's IPR issues are assessed, and where appropriate protected, before any publication;
- to be sure that in the event of litigation, the University will have all the relevant contractual documentation on file so that the University's



ability to answer such litigation is not weakened by inadequate terms and conditions of contract, or a lack of documentation;

- to arrive at and obtain appropriate fee.

### 5.3 Financial Procedures

After the administrative approval by the concerned authority, the proposal should be got cleared by the Finance/Accounts to see it from the financial angle. In case of any difficulty, the VC will take a final view. Each approved University Consultancy shall be managed through a separate account which will be opened by the Finance Department upon request from the faculty/staff undertaking consultancy on the recommendations of the HoD/Dean and Dean (Research), or the HoD/Registrar, as the case may be. Based on the specific request made by the faculty/staff, the Finance Department shall generate invoices in the name of the client. Payment by the client shall be in line with the standard payment terms of SU, with deductions on account of taxes (wherever applicable). Faculty/staff should ensure that all relevant costs are recovered from the client and deposited into the account in a timely manner. On completion of the project, the concerned Faculty/staff, HoD and the Dean of School shall notify to the Dean (Research) in writing that all expenses for the project have been accounted for. Consultancy fee disbursement to the faculty/staff and SU, shall be carried out after successful auditing of accounts. Dean (Research) then shall notify the Finance Office to close the account on examination of utilization certificates (vide Section 4.4).

### 5.4 Distribution of Consultancy Income

SU seeks to incentivise the faculty/staff that include faculty, non-teaching faculty/staff, students and scholars who worked on the project. Accordingly, it has adopted the following income (excluding costs) distribution procedure for consultancies less than or equal to ₹5,00,000/- after deducting all the costs incurred by the University. While calculating the costs, 20% overheads on the costs, may also be included.

66% of the net income (after defraying all costs) shall be given to the faculty. The faculty shall have an option of contributing 50% of the above income to an account designated and controlled by the Finance Officer and

available to the faculty for Professional Development. Under this option, to encourage Professional Development of the faculty, the University will contribute a matching amount to the above Professional Development Fund.

This Fund can be used to support professional development of the faculty member for any expenditure related to

- i. research including buying any research equipment, computer hardware or software
- ii. payment of fellowship to scholars / post-doctoral fellowships,
- iii. attending conferences / seminars,
- iv. journal publication / processing charges
- v. hospitality to professional guests,
- vi. teaching activities like procurement of books / journals and
- vii. development of office space.

Finance Officer shall administer the Sharda University Professional Development Fund (SUPDF) as a separate account.

Faculty can access the funds with the permission of HoD, School Dean and Dean (Research)/VC.

- For consultancy services of non-teaching faculty/staff, research scholars and students, 50% of the net income (after defraying all costs) shall go to the University. The University shall disburse rest to the concerned faculty/staff / research scholars / students members in the ratio specified in the agreement.
- For larger or more complex consultancies, the income distribution will be agreed on a 'case-by-case' basis after discussions involving the faculty/staff, HoD, Dean and Dean (Research) and approved by VC. For distribution of income to faculty, ratios given for consultancy projects below Rs.5.0 lakhs shall be applicable.

## 6. PRIVATE CONSULTANCY

Private Consultancy shall be offered only by the temporary (non-permanent / adjunct) faculty/staff and shall not be processed through SU. However, concerned faculty/staff shall report to the Dean of the School

and Dean (research) though HoD, all the details, including financial, of the consultancy work before undertaking the same and shall submit a report in this regard after its completion. The faculty/staff shall maintain a separate account for the consultancy in RBI recognized bank. Since the University is involved indirectly, the faculty/staff, shall deposit 10% of the net income(after defraying all costs) into the account of SU before submission of the audited utilization certificate to the client. The faculty/staff should ensure that there is no conflict or potential for conflict with the interests of the University. Following conditions apply

- The University has the right to ensure that Private Consultancies are undertaken without detriment to the member of faculty/staff's capacity to discharge their core duties;
- In undertaking a Private Consultancy, the member of faculty/staff must make clear to the client that they are not acting on behalf of the University; this should be done in writing, using a letter similar to the example given in **Appendix III** and a copy thereof must be lodged with the faculty/staff member's Head of the Department/School;
- A member of faculty/staff undertaking a Private Consultancy shall not use the University name, logo, intellectual property, services, facilities, equipment, stationery, telecoms, email, employment title and/or grade, nor in any way can he or she represent or permit to state that the University has any association with or involvement in the Private Consultancy;
- A member of faculty/staff undertaking a Private Consultancy is not covered by the University's Professional Insurance policy and (or)any other work-related insurance policies. The faculty//staff may make provision for such matters in the consultancy agreement with the client;
- The University has no legal contractual responsibility towards any Private Consultancy;
- It is the faculty/staff's responsibility to account for any income tax, PRSI, GST or any other taxes due to the appropriate tax authorities on the amount earned from Private Consultancy work.

## **7. CONFIDENTIALITY**

Due care will be taken by SU to maintain confidentiality and discretion regarding confidential information received from the Client, including but not limited to results, reports and identity of the Client. Likewise, the client will also ensure that the confidential information received from the University shall not be shared with any third party without any express approval of the University.

## **8. COMPLIANCE**

Dean (Research) shall have responsibility for disseminating details of SU's Consultancy Policy to faculty through HoDs and Deans. The HoDs/Director HR and Registrar shall disseminate details to non-teaching faculty/staff. The Deans and Heads of Schools and Departments will have responsibility at local level for ensuring compliance with the Policy and will work with Dean (Research) to promote appropriate consulting activities in their respective disciplines.

The individual faculty/staff member is responsible for complying with the terms of this Policy. Failure to disclose, or obtain formal approval for, consultancy shall be treated as indiscipline and be subjected to the University's standard disciplinary procedures. Furthermore, the University's insurance and public liability shall not extend to those individuals found to be undertaking Private Consultancy.

## **9. POLICY REVIEW**

The University shall review this policy from time to time to ensure that its terms are relevant and appropriate to the prevailing circumstances as also the best interest of the University as well as the faculty/staff.

## **10. TERMINATION**

The consultancy project work may usually be terminated by either party by giving the other party a notice period of 30 days, which may vary according to the specific of the consultancy agreement

entered into between the parties. However, in case of the termination of the agreement the both parties shall meet residual obligations, if any, in connection with the project.

#### 11. LIABILITY:

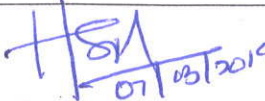
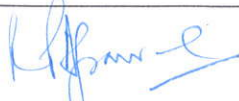
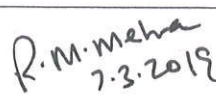
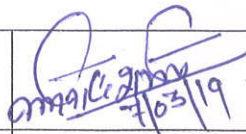
Sharda University shall not be held liable for any loss, damage, delay or failure of performance, resulting directly or indirectly from any cause, which is beyond its reasonable control (*Force Majeure*). The liability, if at all any, of Sharda University shall be limited to the funds received for the project.

#### 12. INTELLECTUAL PROPERTY RIGHTS:

All rights pertaining to any intellectual property generated / created / invented in the due course of the project, will be the joint property of Sharda University and the Client. The terms and conditions regarding transferring / assigning / selling these rights to the Client shall be governed by a separate written and agreed to document, if required.

#### 13. RESOLUTION OF DISPUTES

Any disputes arising out of the project shall be amicably settled by Sharda University and the Client. Any unsettled disputes may be subject to resolution as per the Indian Arbitration and Conciliation Act, 1996. All legal disputes will be heard and settled within the jurisdiction of the courts in Gautam Budh Nagar, U.P only.

 07/03/2019		 7.3.2019	 7/03/19
Prof HSP Rao Dean Academics	Sh. R. P. Agrawal Principal Advisor	Prof. R M Mehra Professor Emeritus	Dr. Manish Sharma Associate Professor, Member iGAP

  
15/3/19

Approved by VC

APPENDIX I SU CONSULTING INTERNAL APPROVAL FORM

APPENDIX I

SU CONSULTANCY (INTERNAL) APPROVAL FORM

1. Name (s) in full and in caps:

Designation:

School/Centre/Department:

Employee number

2. Name and address of Client:

Tel. no.:

Mobile No:

e.mail :

Aadhar No.:

PAN No.:

3. Brief Description of Consultancy Work to be undertaken (not more than 500 words):

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4. Names and addresses of the co-faculty/staffs, if any:

5. Duration of Consultancy:

(Start date and proposed end date)

6. Percentage time of the faculty//staff to be allocated for Consultancy:

7. Financial details (in rupees):

- a. Total cost of the time of the of the faculty//staff.
- b. Total cost of the time of the of the each of the support faculty/staff, if any.
- c. Total cost of the time of the of the each of the scholars and students, if any.
- d. Cost of the utilization of University resources including instruments and laboratory equipment / furniture / space.
- e. Contingent expenses, including travel, procurement of necessary chemicals / tools, payment to services etc.
- f. Any other expenses to be incurred.
- g. Overheads @20% of the above
- h. Total Consultancy contract value (excl. GST).

8. **Declaration**

I confirm that the Consultancy work I am to undertake with this client has been fully declared above.

I acknowledge that I have read and understood the University's policy on conflict of interest, and confirm that I have no other activities, responsibilities or ownership entitlements that might lead to a situation resulting in any conflict of interest.

Signature of the Faculty/staff:

Date and Seal

I have read the above consultancy proposal, recommend it and forward for consideration. The Department does not have any objection to the faculty/staff undertaking the consultancy and he/she may use the facilities as proposed above.

HoD

Date and Seal

I have read above consultancy proposal, approve it and forward for consideration.

Dean of School  
(for faculty)

Head of the Division  
(for non-academic staff)

Date and seal:

Counter-signed by Dean (Research):

Date:

*A COPY OF SIGNED FORM TO BE KEPT BY THE SCHOOL, DEPARTMENT OR  
CONCERNED ADMINISTRATIVE DEPARTMENT AND THE RTDC*

## APPENDIX II

### PRO-FORMA CONSULTANCY CONTRACT FOR CONTRACTS UP TO ₹5,00,000/-

This Consultancy Agreement effective from\_\_\_\_\_, ("Effective Date") is between Sharda University (the "**University**") and the party set out in the Schedule (the "**Client**").

WHEREAS: the University has agreed to make available the Faculty/staff (as identified in the Schedule) to provide consultancy services to the Client.

IT IS HEREBY AGREED as follows:

1. The University will make available the Faculty/staff to provide consultancy services ("**Services**") to the Client during the period, and for the maximum number of days as specified in the Schedule;
2. All confidential information disclosed to the University by the Client shall be kept confidential and governed by a separate confidentiality agreement to be entered into by the university and the Client which sets out the scope of the confidentiality obligations and circumstances when compulsory or statutory disclosure may occur;
3. The Client will pay for the services set out in Schedule (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. Such invoices shall be payable within 10 days from the date of the invoice and interest will be charged @ 18% for delayed payments;
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 Client 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 Client

acknowledges that it has satisfied itself on the foregoing matter and use of the services and the results thereof is entirely at its own discretion or 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 Client 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 Client has advised the University of the possibility of those losses arising, or if such losses were within the contemplation of the parties;
6. The University may, by written notice, terminate with immediate effect this Agreement if the Faculty/staff ceases to be employed by the University or otherwise becomes unable to deliver the services;
7. The courts in Gautam Budh Nagar in U.P. shall have exclusive jurisdiction to settle any dispute or claim that may arise 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 Client

Signed: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

Designation: \_\_\_\_\_

\_\_\_\_\_

**CLIENT DETAILS**

<b>S. No.</b>	<b>Item</b>	<b>Details</b>
	Client Name:	
	Name and contact details of primary contact:	
	Client Number and place of incorporation (if relevant):	
	Address:	
	Faculty/staff: [insert name(s) of the Faculty/staff]	
	Description: insert brief description of the services to be provided	
	Period: [insert period services are to be provided for, including start and end date]	
	Maximum No. of Days: [insert maximum number of days services are to be provided during the period]	
	Price: [insert total price of the Consultancy]	
	Schedule of Invoicing: [insert invoice pattern, e.g. monthly, 50% onsigning of the agreement with 50% on completion]	

**Example of a letter to an Out-side Party clarifying the nature of a Private Consultancy**

A member of the temporary faculty/staff undertaking a Private Consultancy must make it clear in writing to the Client that the consultancy is being performed in his private capacity and the University shall not be liable for any act of omission or commission. A copy of this letter countersigned by the Client's authorised signatory must be lodged with the Dean of School and RTDC.

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

"Date [insert]

Dear name [insert]

Title of Consultancy [insert]

With reference to our previous discussions and correspondence, I must point out that whilst my employer, Sharda University, permits its temporary faculty/staff to undertake private consultancy assignments; it nevertheless exercises no control or supervision over the actual performance of the work relating to the private consultancy. Consequently, the University does not accept responsibility for the work I do or the advice, which I give in connection with the consultancy.

Please acknowledge receipt of this letter.

Yours faithfully

[SU employee name]

[Client signatory name]