



IIU Consultancy Policy 2022

TABLE OF CONTENTS

Table of Contents	2
A. Title	3
B. Scope.....	3
1. Policy Statement	3
C. General Guideline	3
D. Routing Process.....	3
E. Roles and Responsibilities of Policy Implementation	4
2. Terms and Conditions of Consultancy Agreement	4
2.1 Mandatory Terms and Conditions	5
3. Budgetary Guidelines For Consultancy	5
4. Policy for Organizing Paid Seminars / Workshops / Trainings.....	6
5. Policy for Commercialization of Research Output	7
6. Proposed TOR's for Commercial Testing at IIU Labs.....	7

Preamble: The Policy is framed to implement the decision of the 86th meeting of the Board of Governors, held on 10 November 2020 and as part of IIU's Strategic Plan (2022-26). The purpose of the Policy for Consultancy Services by the employees (faculty and staff) of IIU is to professionally utilize their expertise and boost resource generation for the University.

A. Title

This policy shall be called "IIU Consultancy Policy 2022".

B. Scope

It shall cover the provisions of Consultancy Services, Organizing Paid Seminars/Workshops/Training, Commercialization of Research Output, and TORs for Commercial Testing at IIU Labs. It shall be applicable for the employee/students of IIUI.

1. POLICY STATEMENT

C. General Guideline

Consultancy Services include, but are not limited to the following:

- i. Proposals for research assignments for external agencies other than funded projects by HEC, PSF, IGNITE, other such bodies etc.
- ii. Organization of conferences / seminars / workshops for external organizations
- iii. Trainings for clients, customized or non-customized
- iv. Consultancy assignments of any kind
- v. Contracts and agreements related to sponsored research activities

D. Routing Process

- i. All proposals and contracts will be forwarded through relevant department and faculty.
- ii. All proposals shall be routed through Office of Research, Innovation and Commercialization (ORIC) or Business Incubation Centre (BIC) with reference to the scope of the proposal.
- iii. Chairpersons/Incharge and Dean/DG/ED shall sign and approve the applications including the details of cost, space availability and share time of the faculty members/officers involved in the activity.
- iv. Any research consultancy involving the use of human or animal subjects or issues related to bio-safety shall require the endorsement of IIUI Bio-safety Committee/Ethics Committee.
- v. Proposals duly signed by the concerned official shall be submitted to ORIC/BIC at least five (05) working days prior to submission deadline. Proposals that require endorsement of Bio-safety Committee/Ethics Committee shall be submitted at least twenty (20) days prior to the deadline.
- vi. The in-house Legal Advisor may be consulted for advice on contract agreement if ORIC/BIC determines the need thereof.
- vii. In contracts where outcome can result in an intellectual property, the case may be vetted by ORIC in line with University's IP Policy.

- viii. ORIC/BIC shall seek administrative and financial approval of each consultancy from the relevant competent authority.
- ix. Final approval on contract agreement shall be given by the Vice President (Research & Enterprise) after being designated by the President IIUI.
- x. A separate account shall be opened for each project service which should be operated with joint signatories of concerned PI/PM and Finance Dept. IIUI.
- xi. Taxes will be deducted/implemented on all payments as per the notified rates from FBR.

E. Roles and Responsibilities of Policy Implementation

- i. **Principal Investigator (PI) or Project Manager (PM)** of research/other consultancy is responsible for preparation of the proposal or contract as per the requirements of the client and the guidelines issued in this policy and its submission to relevant official Chairman/Dean/DG/ED/Director for endorsement.
- ii. **Dean/DG/ED or Director** (in case of administrative staff) is responsible for forwarding the proposals/contracts to ORIC/BIC.
- iii. **ORIC/BIC Office** is responsible for overall process of submission of technical and financial proposals for consultancy service and approval of contracts. ORIC/BIC is responsible for supervising and assisting the faculty member to the following items of this research activity:
 - 1. Budgeting
 - 2. Salary and Honorarium constraints
 - 3. Finance and Accounting Recovery
 - 4. Coordination with Legal Advisor, if required
 - 5. Cost sharing and overhead calculations
 - 6. Negotiating with sponsors and stakeholders
- iv. **Bio-Safety Committee/Ethics Committee** is responsible for issuance of approval letter of ethical compliance in case the research consultancy involves human or animal subjects or issues related to bio-safety.
- v. **President or his designated officer** is responsible for final approval before submission of externally funded proposals and/or contracts.

2. TERMS AND CONDITIONS OF CONSULTANCY AGREEMENT

- a. ORIC/BIC Office shall act as a bridge between IIUI Faculty and the external organization and will facilitate the finalization of the terms and conditions contained in the consultancy agreement.
- b. The consultants and co-consultants of IIUI fraternity must specify the percentage of their time investment in number of days on the certain consultancy project and/or activity. The total number of days on consultancy services shall not exceed to 52 full working days for a single faculty member. Time investment will not be made by seeking any course/assignment waivers.
- c. The consultant will not have the authority to bind IIUI to any contract.
- d. In all submissions and presentations of the consultancy project/ activity the consultants must identify themselves as faculty members/ officers of the university but make it clear that the views expressed, and advice provided is purely based on their personal capacity.
- e. Complete confidentiality shall be ensured by the consultants of IIUI and the outputs of the activity shall not be published without prior consent of the client.

- f. IP developed through consultancy projects/ activities, if any, shall be governed by IIUI IP Policy and shall either be fully or partially owned by IIUI.

2.1 **Mandatory Terms and Conditions**

Following terms must be made a part of the consultancy agreement:

- a. **Dispute Resolution Clause:** In case of any dispute, both sides will resolve through negotiations and will not by any mean take the same to any court of law.
- b. **Confidentiality Clause:** The consent of the parties under this agreement must be obtained prior to the transfer of the related information, studies or publications to any third party. Parties shall assure the respect of intellectual property rights and shall ensure the full compliance of the applicable rules and regulations.
- c. **Arbitration Clause:** In case dispute remains unresolved between the parties then this clause will take effect "The Law of Pakistan is nominated as the applicable Law. Islamabad is nominated as the sole seat of arbitration and the courts of Islamabad are to exercise exclusive jurisdiction over any arbitration proceedings. By virtue of this provision, the client is denied action against the consultant in any court of Pakistan or abroad other than Islamabad."
- d. **Disclaimer Statement:** This disclaimer needs to be present in the consultant's submissions "The views expressed in this report/paper are those of the authors/consultants alone and do not, in any way, represent the views of International Islamic University Islamabad, and International Islamic University Islamabad does not accept any responsibility or liability in relation thereto."

3. BUDGETARY GUIDELINES FOR CONSULTANCY

- a. Budgetary requirements of the sponsors may vary on case-to-case basis. Explicit budget guidelines by the sponsoring agency must be complied with. However, if no such guideline is issued by the client/ sponsor, the activity/ project budget shall have all or some of the following budget heads:
 - i. Human Resource Deployment Expense
 - ii. Equipment Usage Expense
 - iii. Travelling Expenses
 - iv. Supplies and Services Expense
 - v. Training/ Workshop Expense (Remuneration to Key Speakers)
 - vi. Entertainment / Refreshment Expense
 - vii. Marketing Expense
 - viii. Contingencies Charges
 - ix. University Overhead Cost
 - x. Any taxes etc.
- b. No other budget head can be added, however any of the above budget heads can be further bifurcated e.g., Travelling can be divided in to Local and International Travel.
- c. In case there are no restrictions by the sponsoring agency i.e., client, the PI/PM may rearrange the funds allocated to the above-mentioned budget heads in consultation with ORIC/BIC.
- d. For routing, approval and payment of expenses incurred in a sponsored activity, the explicit guidelines of the client supersede IIUI policies and procedures. However, in absence of explicit guideline from the sponsoring agency, IIUI policies and procedures for relevant budget heads shall be referred.
- e. All the travel expenses, including the national and international travel, must be categorically declared in the approved budget from the sponsoring agency and shall be paid accordingly.

- f. In case of unrestricted, lump sum payment from the external funding without any conditionality by the sponsoring agency, the grant shall be administered as per the discretion of PI/PM of IIUI.
- g. It is the ultimate responsibility of the PI/PM to ensure that all expenses incurred in an externally funded research activity are in accordance with the terms and conditions of the agreement and also in accordance with IIUI Rules and Procedures.
- h. Profits generated through these externally funded consultancies shall be divided amongst the following stakeholders in the stated proportion:

Stakeholder	Sharing Ratio
Principal Investigator / Project Manager	70%
Relevant Department/Centre/Academy/Institutes' Share	15%
ORIC/BIC Share	5%
University Share	10%

- i. The projected profits shall be calculated and explicitly stated at the time of proposal submission.
- j. ORIC/BIC shall seek approval of the competent authority for disbursement of this profit in the above-mentioned share.
- k. PI/PM shall pay honorarium to the organizing team members (Co-PI or other team members) in case, more than one faculty member of IIUI are involved in consultancy. No separate share of profit will be paid to organizing team other than share of PI/ PM stated in para 3(h) of this policy.

4. POLICY FOR ORGANIZING PAID SEMINARS / WORKSHOPS / TRAININGS

- a. This policy shall cover all activities to be organized by pool of experts from IIUI fraternity for external audience. It however does not include those conferences/seminars/workshops etc. funded by HEC, PSF, COMSTECH etc. or part of a funded research project. It includes but are not limited to the following:
 - i. Research/Training Programs
 - ii. Subject specific trainings that are commercially attractive
 - iii. Seminars / Conferences for external agencies e.g., Ted Talk, Hult Prize
 - iv. Joint Events with other universities where external funding is issued and IIUI does not bear financial obligation
 - v. Industrial Fairs sponsored by external funding
- b. The budget of activities covered under this policy shall have all or some of the following budget heads:
 - i. Remuneration to Key Speakers / Trainers
 - ii. Human Resource Deployment Expense
 - iii. Equipment Usage Expense
 - iv. Travelling Expenses
 - v. Supplies and Services Expense
 - vi. Entertainment / Refreshment Expense
 - vii. Marketing Expense
 - viii. Contingencies Charges
 - ix. University Overhead Cost
- c. No other budget head can be added, however any of the above budget heads can be further bifurcated e.g., Travelling can be divided in to Local and International Travel.
- d. Profits generated through these activities shall be divided amongst the following stakeholders in the stated proportion:

Stakeholder	Sharing Ratio
Principal Investigator / Project Manager	70%
Relevant Department/Centre/Academy/Institutes' Share	15%
ORIC/BIC Share	5%
University Share	10%

- e. The profits shall be calculated and explicitly stated at the time of proposal submission to ORIC.
- f. ORIC/BIC office shall seek approval of the competent authority for disbursement of this profit in the above-mentioned share.
- g. PI/PM shall pay honorarium to the organizing team members (Co-PI or other members) in case there are more than one faculty members of IIU involved in arrangement of the activity. No separate share of profit will be paid to the organizing team other than share of PI/PM stated in para 3(h) of this policy.

5. POLICY FOR COMMERCIALIZATION OF RESEARCH OUTPUT

The researcher will receive a share of the net income from revenue generated by commercializing his/her research output. The share will be determined in percentage of the net income after calculating all expenses. The details are to be determined and explained separately in each technology or product's sale contract and research output commercialization.

6. PROPOSED TOR'S FOR COMMERCIAL TESTING AT IIU LABS

- a. Other than those already approved by the IIU's BOG/HEC/PCST/PCSIR from IIU Banner; all commercial testing requests shall be booked online through the Lab Management Portal developed for lab manager at ORIC Online Research Database.
- b. All commercial testing requests made through the online portal shall be shared with the Dean/DG/ED of concerned faculty for approval.
- c. An online bank challan will be printed after the approval of the respective Dean/DG/ED against each test request. The applicant will be required to submit that bank challan in the respective bank and furnish payment receipt to the concerned Lab Manager.
- d. The concerned lab/department shall issue certified reports for lab tests after receipt of the paid challan and will maintain the data of tests conducted along with the original paid challans in their daily activity register.
- e. A bank challan will be issued for testing fee once request reached and paid challan shall be given to concerned laboratory before issuance of final results/ reports.
- f. Commercial testing revenue shall be distributed as 70% to concerned department/faculty/Centre and 30% to university. After the approval of this policy; this model shall be applicable to all laboratories/centres/faculties in IIU which are currently making use of these services or plan to do so. The details for revenue distribution will be as follows:

S.No.	Distribution Detail	Percentage
i.	Laboratory consumables and essential facilities for testing/fabrication/characterization facilities	50%
ii.	Field sampling	
iii.	Repair and maintenance of equipment.	
iv.	Allowance for Members and technical staff involved in commercial testing	20%
v.	University	30%