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**UNIVERSITY OF AGRICULTURE, FAISALABAD**  
**(ACADEMIC SECTION)**

**Dated: 05.12.2020**

**NOTIFICATION**

No.A-3/272/34398 The Syndicate at its meeting held on 16.11.2020 approved the UAF Commercialization /consultancy Policy (**Appendix**) developed by ORIC in line with the directions of HEC with following objectives:-

- Facilitate the efficient transfer of knowledge and technology from the University to the private sector in support of the public interest.
- Support the discover of new knowledge and technology.
- Attract resources for the support of University programs.
- Provide services to university employees to facilitate their efforts to carry out the university's mission.
- Promote local, state and national economic development.

Sd/-  
(UMAR SAEED)  
REGISTRAR

Endst. No.A-3/272/34399-500

Dated: 05.12.2020

Copy is forwarded for information & necessary action to:-

1.	Director General (R&D), Higher Education Commission, Section H-9, Islamabad
2.	Pro-Vice Chancellor
3.	All Deans/DG NIFSAT/Directors/Principal Officers
4.	Principals, UAF, Sub Campus at Toba Tek Singh, Burewala (Vehari), Depalpur (Okara) and Community College at PARS
5.	All Chairmen of Teaching Departments/Principal Investigators of Research and Development Projects
6.	Director Sports/Executive Engineer (E&M)/Senior Medical Officer and Women Medical Officer
7.	All Heads of Sections working under Registrar, Treasurer and Controller of Examinations
8.	Secretary to Vice Chancellor
9.	P.A. to Registrar

  
(MUHAMMAD RAZAQ)  
ASSISTANT REGISTRAR (G)

**UAF  
COMMERCIALIZATION  
/CONSULTANCY  
POLICY**

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**1. Preamble**

Innovations and technical solutions to emerging problems are the key factors determining the pace of development in the world. Countries which established a scientific mechanism of development and transfer of technology achieved momentum in a more convincing way than other countries. Another important factor is the ability of the countries to commercialize their research efforts. Entrepreneurs in this connection have played vital role in commercializing innovations; especially the radical or breakthrough innovations that have transformed economies and societies. The ultimate aim of scientific research is to improve the human condition and so aiding the transfer and commercialization of discoveries serves the interests of the inventor and society. Ideally, University structures should support all aspects of this process, from invention to innovation, as well as commercialization. For this very objective, Universities have to shape their curriculum, research and extra-curricular activities in such a way that benefits the concerned stakeholders. At the same time these researchers and teachers should be compensated to keep them intact with their research efforts. Commercialization of their research is one potential way out to address this issue. The Universities further recognize that efficient and effective means of commercializing University technology may be through Public Private Partnership (PPP). The University is enthusiastic about such ventures and wish to support faculty and companies for the purpose of developing and commercializing innovations/technologies/services. This policy provides understanding of legal rights and duties of concerned stakeholders in commercialization of innovations/ technologies/ services.

**2. Objectives**

- Protect the research, inventions of faculty/researchers/students of the University
- Provide guidelines for the commercial exploitation of IP generated innovations
- Ensure that discoveries, inventions and creations generated by staff and students are utilized in ways most likely to benefit the public
- Establish ownership criteria among inventors
- Define the responsibilities, rights and obligations of all stakeholders
- Develop basic guidelines for the administration of the IP Policy; and
- Develop rules for benefit sharing if the commercialization of IP generates income

**3. UAF IP Policy Statement**

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IP policy is the result of a participatory process involving all the main stakeholders within the institution. The faculty, researchers, staff, (including student employees), graduate students, and nonemployees (including visiting faculty, affiliate and adjunct faculty, industrial personnel, fellows, etc.) who participate in research projects at UAF and all intellectual property (an invention, patents, trademarks, software, copyrightable material, germplasm, crop varieties and tangible research property, including lab notebooks) shall be owned by the University if significant University resources were used or if it is created pursuant to a research project funded through corporate, federal or other external sponsors administered by the University. The University also owns or retains an interest in any portions, modifications, extensions or translations of intellectual property as it would the original work, Educational Materials or invention, consistent with the treatment of derivative works under copyright law.

**4. IP Ownership**

While the general provisions on ownership of research conducted by University researchers with public funds are likely to be addressed by national legislation, the University's internal IP policy generally reaffirms the main principles, states the University's intentions with respect to the exercise of its IP rights and addresses a number of particular circumstances, such as:

- If IP rights are generated as a result of research sponsored all /in part by private sector companies in the framework of research contracts;
- If IP rights are generated as a result of funding by a public sector agency that might have specific contractual terms associated with the funding;
- if IP is generated by researchers who are not bound by employment contracts, such as under-graduate or post-graduate students; and
- if inventions are developed in partnership with third parties (individuals or institutions).

**5. General Principles and Provisions**

- 5.1. The University has an obligation to protect and develop its IP and, as employees, staff have an obligation to assist in this objective.
- 5.2. In the absence of a duty (whether express or implied) in an employment contract, there is no obligation on staff to produce IP for the purposes of commercialization.

- 5.3. Do not lose IP rights by pursuing a course of study or research, but in some circumstances the University may nonetheless have IP rights over the outcome of that study or research.
- 5.4. Staff and students have a right to promote or publish their work subject to the rights of the University to protect its IP rights.
- 5.5. The University will share any benefits arising from its IP with the creators of the IP.
- 5.6. Owners of IP may assign those rights to another party.
- 5.7. Owners of IP have the right to commercialize that IP.
- 5.8. The University reserves the right to enter into express agreements with staff and/or students relating to IP which may be at variance with this policy. Any such variations may only be agreed to by the Vice-Chancellor or his/her delegate.
- 5.9. The University acknowledges that commercialization is not its core function and will seek to transfer its IP to appropriate third parties at the earliest reasonable opportunity. The University will manage the development and transfer of the IP to protect the interests of the creators and to deliver benefits to the University.
- 5.10. The University reserves the right to enter into agreements with third parties in respect of University IP.
- 5.11. IP at the University is managed by the Director ORIC reporting to the Vice-Chancellor, with support from committees.

6. **Obligations of Inventors/Researchers/Students of the University**

University's internal IP policy may state certain obligations for the researchers as well as for the institution itself. Obligations of an inventor may include, for example,

- They need to inform regarding their invention/technology through an Invention/Technology Disclosure Form to ORIC and an appropriate body determined in the policy any research results that could be protectable by IP rights;
- Not to disclose the invention to third parties in a way that may compromise its patentability;
- To abide by any agreements signed with external parties;
- To assist in the protection and management of IP; or
- To disclose any conflicts of interest.

Obligations of ORIC of the University (or constituted committees (if any) by the competent authorities) may include;

- To evaluate every disclosure either patentable or not
- To maintain confidentiality over inventions
- To facilitate technology transfer to the private partners

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- To assign ownership to the inventor, research funding agency or government if it decides not to patent or license.

**7. Mechanism of Technology Transfer at UAF**

Technology transfer is crucial for the innovation that drives a healthy economy. The development of new technologies leads to humanitarian and public benefit. In UAF, following mechanism is followed for smooth transformation of Technology Transfer (Fig.1)

**7.1. Research**

Observations and experiments during research activities often lead to discoveries and inventions. An invention is any useful process, machine, composition of matter (e.g., a chemical or biological compound), or any new or useful improvement of the same. Often, multiple researchers – including trainees and research staff – may have contributed to an invention and may be inventors.

**7.2. Invention/Technology Disclosure**

The Invention and Technology Disclosure (which is a confidential document) addresses technical aspects of the technology, such as the science behind the invention, its advantages over prior art, its potential drawbacks, its scope of commercialization and inventorship and share of the inventors. The inventors of the University shall submit Invention/Technology Disclosure Form to TISC/ORIC. This begins the formal technology transfer process.

**7.3. Assessment**

As per notification vide No. 6155-6215/ ORIC dated 22-11-2018; the following committee of UAF experts will be constituted which will evaluate and finally recommend the technology/product/process to commercialize.

- Director ORIC
- Director IBMS
- Dean of relevant faculty
- Chairman/Director of relevant department/Institute
- Member of Steering Committee ORIC (By Invitation)
- Manager Academia Industry Linkages

ORIC will conduct the meeting of committee of experts to evaluate technology process/product and finally allow the researcher to launch the process/product for

commercialization. All types of advertisements regarding technology/product/process through print, electronic and social media without prior approval of the committee is strictly prohibited to ensure the credibility of UAF. Furthermore, the committee will analyze the market and competitive technologies to assess the invention's commercialization potential. The assessment process will also guide for licensing strategy for example, to license exclusively or non-exclusively, or to license the invention in different fields of use.

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**7.4. Intellectual Property Protection**

After reviewing the patentability potential of the invention the committee may recommend for patent protection, beginning with the filing of a patent application with the Intellectual Property Organization Pakistan and when appropriate foreign Patent Offices. The ORIC will facilitate the inventor in filling patent application and also pay the patent application fee under the framework of the University.

**7.5. Marketing**

The ORIC/BIC will broadly market all the technologies to appropriate companies that could be interested in commercializing the particular invention. After reviewing/ assessing the marketing potential of the technology, ORIC will identify and contact potential licensee(s) that have the expertise, resources, and business networks to bring the technology to market.

**7.6. Selection of Licensee(s)**

The committee in consultation with the inventors will select a suitable licensee and if there are several parties interested in a license, it may be grant non-exclusively or may grant field-of-use licenses.

**7.7. Licensing**

The ORIC shall negotiate and execute a license agreement. This agreement is a contract between the University and a company in which certain rights of a technology are granted to a company in return of financial and other benefits. An optional MoU/agreement is sometimes used to allow a company to evaluate the technology for a limited time before a formal license agreement is concluded. When the University and the commercialization partner are ready to move forward, ORIC will prepare agreements such as;



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- Sponsored Research Agreements
- Technology Transfer Agreement
- License Agreement (may be exclusive and non-exclusive),
- Material Transfer Agreement
- Lab Testing Agreements
- Service Agreements
- Confidentiality Agreements
- Technical Assistance/ Consultancy Agreement
- Site Agreement
- Product Commercialization Agreement

**Each agreement must highlight the following:**

- Agreement will outline rights and obligations of each party
- It will state share of each party in cost and profit with any increase or decrease with due time period stated thereof
- When the agreement is signed by concerned parties, the startup or licensee will have the right and obligation to commercialize the invention
- Compensation varies and may involve fixed fees, milestone fees, royalties, equity, and other forms of consideration. Compensation is shared with inventors in accordance with IP policy of UAF
- Agreement will also cover other provisions as deemed necessary
- The draft agreement will be presented to the MoU/Agreement Advisory Committee (MAC)
- MoU/Agreement Advisory Committee (MAC) will submit its recommendation after thorough review under the framework of UAF
- The path to commercial markets will vary, depending on the nature of the invention, the market it is addressing and the invention's stage of development. Under the terms of the agreement, the commercialization partner provides regular progress reports to the University on its commercialization activities. The inventors may continue to be involved in development activities with the commercialization partner
- Moreover, throughout the duration of the agreement, the ORIC will monitor the progress of the licensee to ensure the compliance of the agreement.

**7.8. Commercialization**

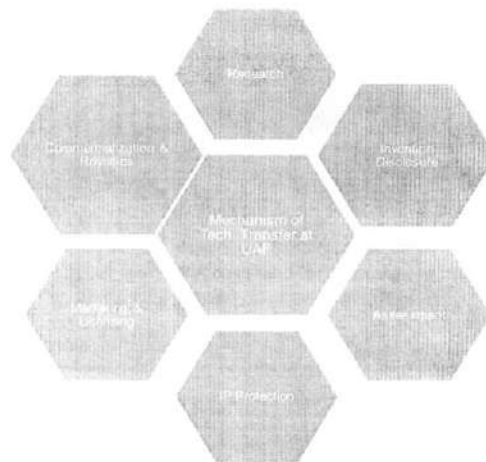
Mostly inventions are at very early stage and require further research and development efforts. The licensee company typically makes significant business

investments of time and funding to commercialize the product or service. This step may entail regulatory approvals, sales and marketing, support, training, and other activities

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**7.9. Royalties**

Royalties received by the University from licensees are distributed according to policy to inventors, departments, and ORIC to fund additional research and education. Royalties include both cash and equity received from licensees in consideration for granting the license.



**Fig.1 - Mechanism of Technology Transfer at UAF**

**8. Conflicts of Interest**

In technology transfer activities, there may be specific types of conflict of interest that need to be addressed, including situations in which University researchers (or their relatives) have a financial interest in any of the University's licensees. To avoid such circumstances, or minimize their impact, universities need to develop policies and procedures for the disclosure and management of conflicts of interest. This may be crucial for the credibility and image of the University and its researchers as well as to ensure that technology transfer activities are conducted in the public interest and not

exclusively for personal gain. Policies on conflict of interests generally cover a wide range of issues that go beyond those that relate strictly to intellectual property rights and technology transfer.

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**9. Industry Sponsored Research Contracts**

Under Public Private Partnership, collaborative or sponsored research activities are increasingly common in many universities between University researchers and private sectors. On many occasions, the private company funds research that is undertaken within the University by University researchers using University equipment. It is important to have clear rules on IP ownership in such cases as well as guidelines on whether the sponsor is entitled to an exclusive or non-exclusive license, whether it would have to pay royalties to use the technology that results from such research and whether it would have the right to license or sub-license to third parties. These and other issues will need to be spelled out in the contract but should be agreed upon beforehand as a matter of University policy.

**10. Mechanism of Royalty Distribution of License Agreements**

Income distribution (or royalty sharing) is a key element of most IP policies. Income distribution provides an important incentive for researchers to ensure that they disclose their inventions to the relevant body and seek to find the best avenue for commercialization. Income/royalty distribution generally defines clearly what type of income is to be distributed and generally applies not just to royalties but to any other lump-sum or milestone payment made to the institution for the commercialization of the technology. In general, that income generated must first cover any expenses related to the protection and exploitation of the IP and the net income is subsequently distributed between the researcher(s), the researchers Lab/Department/Institute, the University, the ORIC and other stakeholders in percentages that are established in the policy. University IP policy may also define how decisions are to be taken on how to split the income when more than one researchers are involved.

10.1. In case the non-exclusive license agreement, if the cumulative net income is less than or equal to one million PKR (1000000/-), the distribution will be as follows:

1. Forty percent (40%) of the net income to the Inventor.

- 4. Ten percent (10%) of the net income to the ORIC of the University
- 5. Twenty percent (30%) of the net income to the University

50%

**11. Profit Distribution of University Product Commercialization**

In case of University product commercialization, the committee to be constituted by the Vice Chancellor under the convenorship of Director ORIC will decide the rate of the products. The net profit generated by the product commercialization will be distributed as;

- Fifty percent (50%) of the net profit to the University
  - Twenty percent (20%) of the net profit to the Faculty and Research Laboratory staff involved in the development of product
  - Ten percent (10%) of the net profit to ORIC
  - Twenty percent (20%) of the net profit to the institute/department
- The committee will be comprised of;

**12. Marketing Patented Technology:**

ORIC is generally responsible for marketing University technology and searching for commercial partners. It is important that ORIC takes an active role in seeking targets for technology transfer and establish close relations with companies in the specific fields of expertise of the University. Experience has shown that a large number of successful licensing agreements result from contacts provided by the researchers/inventors themselves who are likely to know better than anybody else which companies might be interested in a given technology. As a result, ORIC may give researchers a lead role in identifying the appropriate partners for technology transfer.

**13. University Startups**

University encourages new startups by its students and alumni Business Incubation Center in ORIC will facilitate such ventures, however scope of University and new startup companies is underlined as;

- ORIC will examine sources of funding and applicable research agreements to ensure that they are compatible with each other and that the University's interest in the intellectual property is protected;

2. Twenty percent (20%) of the net income to the Research Laboratory of the Inventors
3. Ten percent (10%) of the net income to the institute/department in which the Inventor serves.
4. Ten percent (10%) of the net income to the ORIC of the University
5. Twenty percent (20%) of the net income to the University.

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10.2. In case the non-exclusive license agreement, if the cumulative net income is more than one million PKR (>1000000/-), the distribution will be as follows:

1. Forty percent (40%) of the net income to the Inventor.
2. Twenty percent (20%) of the net income to the Research Laboratory of the Inventors
3. Ten percent (10%) of the net income to the institute/department in which the Inventor serves.
4. Ten percent (10%) of the net income to the ORIC of the University
5. Twenty percent (20%) of the net income to the University

10.3. In case of exclusive license agreement, the lump sum amount should not be less than Four Hundred Thousand PKR (400000/-) and the share will be distributed as:

1. Fifty percent (50%) of the net income to the Inventor
2. Ten percent (10%) of the net income to the Research Laboratory of the Inventors
3. Ten percent (10%) of the net income to the institute/department in which the Inventor serves
4. Ten percent (10%) of the net income to the ORIC of the University
5. Twenty percent (20%) of the net income to the University

10.4. In case of exclusive license agreement, if the lump sum amount is more than Four Hundred Thousand PKR (400000/-) the share will be distributed as;

1. Fifty percent (40%) of the net income to the Inventor
2. Ten percent (10%) of the net income to the Research Laboratory of the Inventors
3. Ten percent (10%) of the net income to the institute/department in which the Inventor serves

- It will help determine whether granting rights to the start-up is the "best mode" for commercialization, as opposed to a licensing agreement with a third-party commercial sponsor;
- It will help defining and negotiating the technology license with the start-up company.
- The start-up company will be obligated to provide all the diligence provisions required to maintain the license. Failure to satisfy these requirements may result in termination of the license by the University.
- Equity will only be taken if approved on a case by case basis by the University. The University's ownership of equity will be 5-7%.

#### 14. University Spin-off

A university spin-off is a new company or organization for the commercial exploitation of university research and technological knowledge generated by the academic research founded by students and alumni. The salient characteristics of University Spin-off;

- The parent organization from which the innovation emerges has to be a university or academic institution
- The output that is a university spinoff has to be a separate legal entity and not an extension or controlled body of the university
- In order to ensure effective faculty participation, the faculty members need to keep their superiors informed about the venture and follow University policies, including employment, intellectual property and conflict of interest policies.
- In case of UAF Spin-off, the University will be the partner/share holder of that company by having the equity which will be ranged from 5-7%.
- At the same time University will hold a seat on the governing board or otherwise participate in management or operations of the spin-off company
- The new entity has to exploit knowledge produced from academic activities or academic pursuits
- The spinoff should be aimed at profit generation and commercialization of technology
- The University will work with the new venture to assist in the Transfer of Technology and to assure that University facilities and resources are being used appropriately to support product development and for-profit activities.

**UAF CONSULTANCY POLICY**

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## UAF CONSULTANCY POLICY

### 1. Introduction

The University of Agriculture, Faisalabad (UAF) is committed to facilitate its Faculty/Researchers to partner with industry, government and other organizations to enable them utilizing their specialized skills for the benefit of our society. This may be achieved through UAF faculty/researchers/staff by engaging in Consultancies. This policy defines the principles, SOPs, modes and means relating to services that UAF Staff may offer using their specialized skills. The objective of this policy is to facilitate the faculty while protecting the interest of the University by safeguarding conflict of interests.

### 2. Objectives

- To foster participation of UAF faculty in consultancies that bring opportunities and benefits to the University, its staff, students, community and industry;
- To provide a flexible management framework to cover the range of consultancies while using the University's name, services, space, facilities, equipment or paid work time, including consultancies directed toward charitable purposes and community service;
- To provide guidance to persons within and external to the University as to when and how consultancies may be undertaken using the university's name, services, space, credibility and brand.

### 3. Scope

This document sets out clear guidelines within which Consultancy activity can be undertaken by University staff, how the University will support and reward staff that engages in Consultancy and how this activity will be developed and managed by the ORIC.

Consultancy activities may provide a benefit to the University that may include:

- Generating and enhancing strategic industry partnerships, and expanding research opportunities;
- Maintaining and enhancing industry relevance, expertise and knowledge for dissemination to the academic community, members of the public, government and other organizations;
- Diversifying income streams to support further research and teaching activity;
- Developing and enhancing individual professional development capability and opportunity by gauging the worth of his intellectual
- Developing continuing professional development programs and other teaching consultancy activities that may lead to future UAF student enrolments

### 4. Types of Consultancies

The University of Agriculture, Faisalabad recognizes Consultancy activity as an important outlet for the dissemination of its knowledge and research outcomes and encourages its staff to seek opportunities to apply UAF's resources and expertise for the advancement of society and the economy. Where possible Consultancy activity



will be carried out in areas that are built on previous research within UAF and also align with the University's strategic vision. University staff can engage in any of these types of consultancies: 504

**University Consultancy**

Includes provision of all professional services requiring the use of the University's name, services, space, facilities, equipment and paid work time, or other resources. It involves the provision of professional services and products to external parties for remuneration or other consideration. In a University Consultancy, the University adopts the role of Principal Consultant through the appointment of a Project Leader. Staff members involved in this type of consultancy will receive a proportion of this profit, as per Syndicate Decision. They will undertake this activity as part of their normal duties.

**General Consultancy**

This involves the provision of a professional service requiring the use of the University's name, services, space, facilities, equipment and paid work-time, or other resources. An employee, with the approval of the University, initiates the consultancy, takes the role as a Principal Consultant and provides professional services, through the University, to an external party for a fee or other consideration.

**Private Consultancy**

Consultancy undertaken for remuneration or other consideration by a faculty member in his or her personal capacity as an individual or through a partnership, private company, trust, or any similar entity. *Private or personal consultancy* is defined as the provision of expert advice and services for a fee to external clients by University employees in areas of activity related to their University appointment and academic expertise but undertaken privately. For the avoidance of doubt, private consultancy may only be undertaken after normal working hours.

A member of staff seeking consent to undertake private consultancy must provide full information to his/her Head of Department in advance of agreeing to the activity. This information must include:

- a) The amount of time to be committed to the activity (including relevant dates)
- b) An accurate description of the nature of the activity
- c) Client details
- d) Confirmation that the activity does not conflict with the undertaking of any University duties

**5. Eligibility for Consultancy**

All those individuals who are working as University faculty (Part time, Full Time, BPS, TTS, Adhoc, Contract etc.) are allowed to engage in consultancy service to Industry, Farmers, NGOs (National or Internationals) and Government Organization up to duration approved by ORIC with the condition that such consultancies will not affect their official/university work/image and also improve their professional stature.

**6. Approval Process**

- Faculty members are required to inform ORIC through their Institute/department head regarding the nature, type and extent of their consulting activities (undertaken with or without compensation) so that the institute/department heads and ORIC

may judge the appropriateness of the consulting activity in relation to the performance of the faculty member's regular duties. The consultancy agreement will be placed before MoU/Agreement Advisory Committee (MAC) for recommendation.



- In case of public sector organization such as Government, NGOs, etc. the UAF will participate as Consortium Partner through its relevant experts. The Expression of Interest (EOI) will be submitted after seeking the permission from the Competent Authority. After Successful Bid, the Director ORIC alongwith relevant UAF experts will negotiate the share of UAF and develop an agreement with Consortium Partners and funding Organization. Furthermore, the share will be distributed under the framework of UAF. A separate Bank Account (if needed) will be opened.
- In case of UAF Expert, who are willing to participate in International Consultancy Projects e.g. World Bank, ADB etc. UAF Expert must take prior permission from Competent Authority through ORIC and Director ORIC will issue the NOC to the UAF Consultant. A separate Bank Account (if needed) will be opened and share will be decided as per University rules & regulations.
- The consultants will keep abreast of the latest updates to ORIC pertaining to the consultancy agreement. There will be no financial liability on the part of UAF.
- In certain cases, where it is anticipated that there will be a series of consultancy engagements with a particular company over a period of time, generic approval may be given rather than having to seek approval for each specific instance.
- No credit will be given to the faculty member offering consultancy without prior approval from competent authority.

**7. Key Responsibilities**

- The Director ORIC is responsible for ensuring that the implementation and operation of the University Consultancy Policy is in line with the current overall Research & Impact Strategy
- Heads of Departments and, where there is significant use of research facilities, Director ORIC, has authority for the prioritizing and setting objective of Consultancy activity within their areas of operational responsibility. Director ORIC should consider Consultancy activity as part of their research strategies and should use this activity to maximize research impact. Consultancy contracts require formal approval from Vice Chancellor

- Deans and Chairpersons of relevant department, Director of Institute should be aware of the time spent by members of staff on Consultancy work
- It is the responsibility of each member of staff to familiarize themselves with the Consultancy Policy, Procedures and ensure that they comply with its processes and procedures

**8. General Principles and Processes**

- University assumes no responsibility for private professional services performed by members of its faculty unless approved by ORIC in the University.
- The name and logo of the University is not in any way to be connected with the service rendered, product developed or the results obtained by a consultancy unless approved by the competent authority.
- The utilization of University resources for consulting purposes must be approved by the Vice Chancellor and documented in an agreement well before the signing of Memorandum of Understanding (MoU)/Consultancy Agreement.
- The involvement of students, staff and faculty in consulting activities should be undertaken after seeking permission from Vice Chancellor.
- The University will not comment on or offer input regarding the rate of compensation or the tax consequences associated with faculty consulting activities.

**9. Distribution of Income**

- The consultancy share will be distributed as per Syndicate decision (Ref. No. A-5/399-10/ 14895 dated 03-06-2020).

1.	15% UAF Charges	<ul style="list-style-type: none"> <li>• Consultancy Services up to Rs. 50,000/- there will be no university charges</li> <li>• Consultancy Services &gt;50,000/- there will be 15% university charges</li> <li>• 15% Charges will be further divided as under: -               <ul style="list-style-type: none"> <li>- University Charges 10%</li> <li>- Audit and Account fee 2%</li> <li>- BIC/ORIC share 3%</li> </ul> </li> </ul>
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- University will charge Fifteen Percent (15%) of total consultancy fee of the consultant OR
- University will charge twenty percent (20%) of total consultancy fee of the consultant, if the consultant uses university infrastructure (office, research lab and farms). However, consumable will be provided by the party seeking consultancy.
- All payments regarding consulting shall be received in ORIC that will be distributed as per policy of UAF
- No faculty member can directly receive consultancy fees.

**10. Conflicts of Interest**

All staff in either University-based or private consultancy must maintain high standards of conduct and ensure that any work is carried out in accordance with good practice and complying all the rules and regulation of the University. All staff involved in either University-based or private consultancy must be very careful to ensure that such work does not give rise to a conflict of interest with obligations owed to the University. Staff should familiarize themselves with the relevant parts of the University Financial Regulations.

Engagement in consultancies must not create a conflict of interest, perceived or actual. Any conflict of interest, actual or perceived must be reported to the relevant University Officer for resolution.

A conflict of interest may arise where an employee engages in consultancies at the expense of the University's interests or the interests of other employees or students.

An example of a potential conflict of interest includes, but is not limited to:

- Financial or non-financial interests;
- Teaching or course work for another institution;
- Work performed for a supplier of goods or services to the University; or
- Work undertaken with an organization to which the University supplies goods or services.

**11. Reporting**

The consultant will submit progress report bi-annually and completion report at the end of the consultancy work to ORIC.

**12. Activity Not Covered by this Consultancy Policy**

Consultancy projects are defined as distinct from activities that form part of research and other conventional academic activities. This Policy does not cover activity funded with the main aim of undertaking research. Examples of conventional academic activities that are excluded from this Policy include:

- Lecturing;
- Research Assessment or Evaluation panel memberships;
- Knowledge Transfer Partnerships (KTP's);
- Teaching Quality Assessment;
- Refereeing and reviewing papers, books or grant applications;
- External Examining

**13. Compliance**

Failure to comply with the policy and procedure will constitute a disciplinary offence under the framework of UAF

**14. FAQ's**

**1. What is the difference between consultancy and research collaboration?**

Consultancy differs from research collaboration in that it involves the application of existing specialist knowledge or expertise to the particular needs of a client and is not expected to generate new knowledge. As consultancy is essentially a commercial arrangement, the client would ordinarily expect to own the results of the consultancy

project. In contrast, research collaboration is working in partnership in the creation of new knowledge

**2. Why do one has to declare his consultancy activity?**

One must declare any consultancy he undertakes for the following reasons:

- In order to gain recognition for professional development
- So that Chairpersons of Department may ensure that activity undertaken by staff accords with departmental strategy and the University mission
- To prevent Intellectual Property leakage
- To ensure that an appropriate charge for the consultancy is made
- For reasons of public accountability and to provide an audit trail
- To avoid charges of conflict of interest
- To provide a record of contacts which will benefit both the consultant and the University

**3. What happens if one needs to use departmental resources such as support staff or equipment in the project?**

The use of support staff, facilities or equipment are real costs which should be included in the cost and therefore price of the consultancy project. Costs such as consumables and travel will also need to be included.

**4. How much consultancy one is permitted to undertake?**

Subject to Chairpersons of Department approval, members of academic staff are permitted to undertake up to 30 days of consultancy each financial year. The 30 days may be made up of a combination of University Consultancy and Private Consultancy. Part-time staff may seek approval to undertake consultancy work pro-rata. The 30 days provision applies to days worked within paid University time and includes all work undertaken, either personally, as University Consultancy, or as external scholarly activity, therefore all consultancy must be declared to the University

**5. Do one needs approval to do a consultancy project? From whom?**

Approval of the Vice Chancellors is required in respect of all consultancy projects/services through ORIC

**6. Can one start a Consultancy in the absence of an approved Agreement/MOU?**

Work must not begin until an Agreement/MOU is approved. Consultancy which has started before a contract is in place must be taken as Private Consultancy