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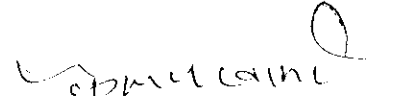
## परिपत्र

दिनांक: 19.06.2012

वित्त विभाग के परिपत्र क्रमांक 002/2012/CHR/07/2012.874, दिनांक 19.06.2012 द्वारा विश्वविद्यालय के माध्यम से दी जाने वाली कंसलटेंसी इत्यादि सेवाओं की कार्य-परिषद के अनुमोदन की प्रत्याशा में जारी नियमावली के बिंदू संख्या 10 को कृपया निम्नानुसार पढ़ा जाए-

*"If the Consultant/Developer has developed a product or prepared/published a software or has a copyright before entering in the service of university the consultant/Developer will solely have a copyright on such software/product. If, however, the Consultant/Developer, makes or develops a software/product after entering into services of the university or using the resources of the university, the copyright on such software/product will be Joint namely of the University and Consultant/Developer."*

संशोधित नियमावली संलग्न है।

  
(कैलाश खामरे)

संलग्न: उपरोक्तानुसार

प्रतिलिपि:

1. कुलपति कार्यालय।
2. प्रतिकुलपति कार्यालय।
3. कुलसचिव कार्यालय।
4. भाषा-प्रौद्योगिकी विभाग
5. कंप्यूटेशनल भाषाविज्ञान विभाग
6. प्रौद्योगिकी अध्ययन केंद्र
7. भारतीय एवं विदेशी भाषा प्रगत अध्ययन केंद्र
8. साहित्य विभाग
9. नाट्यकला एवं फिल्म अध्ययन विभाग
10. अहिंसा एवं शांति अध्ययन विभाग
11. स्त्री अध्ययन विभाग
12. संचार एवं मीडिया अध्ययन केंद्र
13. मानवविज्ञान विभाग
14. डॉ. बाबा साहेब अम्बेडकर दलित एवं जनजाति अध्ययन केंद्र
15. महात्मा गांधी फ्यूजीई-गुरुजी शांति अध्ययन केंद्र
16. डॉ. भदन्त आनन्द कौसल्यायन बौद्ध-अध्ययन केंद्र
17. अनुवाद प्रौद्योगिकी विभाग
18. डायस्पोरा अध्ययन विभाग
19. उपकुलसचिव (स्थापना एवं प्रशासन)
20. उपकुलसचिव (अकादमिक)
21. महात्मा गांधी दूरस्थ शिक्षा विभाग
22. एम.बी./बीबीए विभाग।
23. पुस्तकालय
24. जनसंपर्क विभाग
25. लोक सूचना विभाग
26. परीक्षा विभाग
27. क्रय एवं परिसर विभाग
28. प्रकाशन विभाग
29. लीला विभाग : उक्त परिपत्र एवं नियमावली को वितानस्थली पर उपलब्ध कराने हेतु प्रेषित।
30. राजभाषा विभाग
31. श्री जगदीप सिंह डांगी, एसोसिएट प्रोफेसर, लीला, विभाग

## **Rules in respect of Consultancy, Transfer of know-how and other work Carried out through Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya**

- |   |   |
|---|---|
| 1. These rules may be called 'Rules in respect of consultancy, Transfer of knowhow and other work. They will come into force with immediate effect.   | <i>Title</i>  |
| 2. These rules will be applicable in respect of consultancy, transfer of know-how and other work of similar type carried out through Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya (MGAHV) only.  | <i>Applicability</i>                                |
| 3. Any member of faculty, officer, employee, having any designation and working either on full time or part time or visiting basis as also Researcher, Student will be eligible to provide consultancy services, Transfer of know-how or any other approved services to any Government, Semi-government, Private body or Individual through MGAHV, with the prior approval of the Vice-Chancellor of MGAHV. The client-Individual or organization-desirous of availing such services should be a genuine user of information/know-how/knowledge they propose to obtain from MGAHV and should not have any record of criminal and/or illegal activity, dubious financial dealings and should not have been blacklisted at any time by the competent authority for whatever reason/s. The decision of the Vice-Chancellor as to eligibility of any Individual or organization to receive the benefit of consultancy etc. will be final. | <i>Eligibility of<br/>Consultant and<br/>Client</i> |
| 4. MGAHV or consultant (i.e. a person authorized by MGAHV to provide consultancy services etc.) will identify the client, assess the need and work on the project which may consist of any type of service including providing Intellectual Property, Software, Technical know-how, improving on the product developed by client, aid and assist in survey and developmental work of client or any other legal activity which the consultant is competent to provide.   | <i>Scope of work</i>                                |
| 5. The consultant and client will have to sign bipartite/tripartite agreement with MGAHV which will be binding on all parties.  | <i>Agreement</i>                                    |
| 6. It will be the responsibility of client, to bear all the expenditure required for completion of the project including charges for stamp paper, registration, if required and expenses incidental for completion of preliminary work before the project/work is   | <i>Expenses to be<br/>borne by Client</i>           |

assigned to the consultant through MGAHV.

7. The client will have to pay the consultancy charges as per agreed terms by means of Demand Draft drawn in favour of Finance Officer, Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya payable at Wardha.

*Mode of Payment  
for Consultancy*

8. Accounts of consultancy charges received, deduction of University's share and payment to consultant will be maintained by the Finance Department of MGAHV. Share of consultant as laid down in para 9 below will be payable within 7 days from the date of credit of amount in MGAHV's account subject to obtaining of sanction for such payment from the competent Authority.

*Accounting and  
time limit for  
payment to  
consultant*

9. Consultancy charges /Fees payable to the consultant will be as follows :

*Percentage Share  
of Incentive  
Payable*

SI. No.	Particular	Incentive payable	University Share
1.	Those who develop their own Software/IP/Projects and provide consultancy/services through MGAHV.	90%	10%
2.	Those who use infrastructure and other facilities of MGAHV for developing Software/IP/Projects and provide consultancy/services through MGAHV.	85%	15%

Provided that where consultancy etc. is provided by a group, the payment will be made by MGAHV to the group leader named and authorized by all the members of the group in writing. It will be the responsibility of the group leader to distribute the share to other members of group as per their internal arrangement, if any. MGAHV will not be responsible for any payment to the members of group or for any dispute arising within the group for financial or other reasons.

10. "If the Consultant/Developer has developed a product or prepared/published a software or has a copyright before entering in the service of university the consultant/Developer will solely have a copyright on such software/product. If, however, the Consultant/Developer, makes or develops a software/product after entering into services of the university or using the resources of the university, the copyright on such software/product will be Joint namely of the University and Consultant/Developer."

*Copyright  
Trademark rights  
etc.*

11. All concerned parties will have to abide by the confidentiality in respect of names of consultant(s), client(s), type of and subject matter of consultancy. Any breach in terms of confidentiality will invite disciplinary action and/or legal action as per law. *Maintaining Confidentiality*
12. For implementation of these rules, for any remedial action, for techno-economic appraisal of consultancy services, for suggesting changes/reforms or for any other matter, the Vice-Chancellor may constitute an ad-hoc committee consisting of following members. *Committee to be Constituted by VC*
- 1) Chairman - To be nominated by Vice-Chancellor
  - 2) Member - Member of faculty to be nominated by Vice-Chancellor
  - 3) Member - Consultant or his/her nominee
  - 4) Member - Registrar or Finance Officer
  - 5) Member - Incharge LILA (or any other person to be nominated by the Vice-Chancellor)
- The recommendation of the committee will not be binding on the authority competent to change these rules.
13. In case of any dispute the aggrieved party may appeal to the Vice-Chancellor, MGAHV. The decision of the Vice-Chancellor would be final and binding. *Appeal by aggrieved party*
14. If the consultant has any grievance/s against MGAHV he/she can appeal to the Vice-Chancellor whose decision shall be final. Alternatively, he/she can prefer settlement by arbitration in accordance with the Rules of Arbitration of MGAHV (Statute No. 39) *Alternative Dispute Resolution*
15. All disputes will be subject to litigation in the courts having jurisdiction at Wardha/Nagpur. *Court Jurisdiction*