

7.0 CONSULTANCY POLICY

This policy outlines the framework, by which UCSI can provide flexible opportunities for staff to undertake consultancy work, the expectations, when and how such work may be undertaken. This policy does not include any provision for personal consultancy undertaken in the staff capacity.

This policy also sets out UCSI's role in support of staff engaging in consultancy work and is a general guideline of how the consultancy activity will be managed by the University.

TERMS USED IN POLICY

University UCSI University

Consultancy Professional Work carried out on behalf of a third party utilizing knowledge expertise of members of staff and may or may not include the use of facilities and University resources. Detailed definitions is contained in section 2.0

Consultant Members of UCSI staff involved in carrying out Consultancy

Consultancy Fee Amount received by the Consulting staff for his/her professional services per project and does not include any direct and service costs incurred in carrying out the consultancy projects.

7.1 OBJECTIVES

- 7.1.1 Encourage academic staff participation in consultancy work which brings opportunities and benefits to the University, its academic staff and clients.
- 7.1.2 Encourage cooperation and collaboration between the University, the public sector and private sector/industry to keep abreast of developments and innovations in industry and the profession.
- 7.1.3 Enhance the stature of the University academic staff to expand and enhance staff professional competency.
- 7.1.4 Provide a flexible management framework to cover the range of consultancy work opportunities available to the academic staff of the University governing the use of University resources and facilities.

7.2 IMPLEMENTATION

7.2.1 This policy is applicable to all academic staff of the University undertaking the consultancy project.

Note:

The Vice-Chancellor & President is empowered to make exemptions from any section of this Policy as deemed appropriate.

The decision of the Vice-Chancellor & President on all matters regarding the interpretation of this Policy, or any matter or matters wherein this Policy does not cover, is final.

7.3 DEFINITION OF CONSULTANCY

7.3.1 Consultancy work adopts the form of a comprehensive term referring to the entire range of services that may be provided by staff to commercial, government or other clients in broader community.

7.3.2 A single consultancy instance refers to an activity that involves a person or a group of people giving specialized or expert service to another party that requires such service, usually with payment for that service.

7.3.3 For the purpose of this Policy, Consultancy does not include the following activities:

- 7.3.3.1 Refereeing of journals, books and the like;
- 7.3.3.2 Occasional professional contribution to the media;
- 7.3.3.3 Occasional external lectures, broadcasts, exhibitions and the likes;
- 7.3.3.4 Examining for other educational and professional bodies;
- 7.3.3.5 Unpaid membership of committees; and
- 7.3.3.6 Community service and liaison work.

7.3.4 Consultancy activities covered by the definition in Clause 3.1 shall include but not limited to the following:

- 7.3.4.1 Contract research via MoA with the company
- 7.3.4.2 Professional practice;
- 7.3.4.3 Specific paid functions such as expert witness;
- 7.3.4.4 Development of new product/ technique/ information that will be of use to client;

7.3.4.5 The production of commissioned artwork, software or musical composition;

7.3.4.6 Paid formal programs including short courses, workshops etc.

7.3.5 What constitutes consultancy:

7.3.5.1 Academic staff engaging in work and services undertaken by a team

7.3.5.2 May or may not involve use of University facilities, spaces, resources or infrastructure where relevant, costs may be charged

7.3.5.3 Consultancy must not establish real or potential conflict of interest with the University in any form

7.3.5.4 Staffs are to be given professional indemnity insurance policy engaging Company (third party) to cover potential damages or losses that may arise as a consequence of his/her involvement in the consultancy work.

Conditions:

1. Any activities that may constitute a conflict of interest with the terms of employment are prohibited.
2. Consultancy must not, impinge on the academic staff member's duties as set out in the job description contract unless prior approval from the Dean is obtained.
3. Staff may be involved in unpaid community or recreational activities that are not related directly to their professional commitment to UCSI in such circumstance, this policy does not apply.

7.4 PERMISSION FOR CONSULTANCY WORK

7.4.1 Employees appointed to academic teaching and research positions on tenured term are eligible to undertake consultancy work and are subject to the terms outlined in this policy where formal approval has been granted.

7.4.2 Approval for academic to be involved in and carry out consultancy work is required in the form of written approval from the Faculty or with the Dean's approval.

7.4.3 Conditions for consideration;

7.4.3.1 Does not interfere or adversely affect the academic staff's ability to perform his/her teaching and other official duties;

7.4.3.2 Capacity to widen the knowledge and experience of academic staff in his/her specialized field;

7.4.3.3 Period of consultancy should not be more than 1 day per week and not exceed sixty (60) working-days in total in a calendar year, after which may be negotiated in a monthly extension basis, subject to the Dean's approval.

7.4.3.4 The academic staff concerned is committed to complete the consultancy work within the stipulated time frame or as mutually agreed by both parties or before completion of contract with the University, whichever comes first

7.4.4 Others:

7.4.4.1 Maximum allowable period of consultancy is subject to the approval of the respective Dean or Director. No claim from the university is allowed.

7.4.4.2 The proposed timing and the length of time allocated per session for the consultancy must be agreeable to the Head of Department and the Dean of the staff member so as not to interfere with the staff's teaching duties.

7.4.4.3 Proposal for consultancy work obtained by the academic staff personally must be referred to Faculty as prior to submitting the proposal to the client.

7.4.4.4 All payments relating to the consultancy work must be made through the University and subsequently disbursed to staff via Group Finance.

7.4.5 External Industry Research Grant Overhead Fee

7.4.5.1 All external industry research grants (excluding consultancy fee amount) will be subjected to an overhead fee.

7.4.5.2 All overhead fee charges will be levied upon based on the project's agreed disbursement schedule.

7.4.5.3 Overhead fee charges are based on the total grant amount awarded to the University according to the following schedule:

External Industry Research Grant Amount (RM)	Overhead Fee (%)
< RM20,000.00	10% (5% Faculty + 5% CERVIE)
RM20,000.00 – RM100,000.00	7% (3.5% Faculty + 3.5% CERVIE)
> RM100,000.00	5% (2.5% Faculty + 2.5% CERVIE)

Purpose of overhead fee is to supplement:

- i) Operational costs of University resources, equipment and facilities
- ii) General maintenance, calibrations and servicing expenses
- iii) Administrative costs, including expenses related to processing, printing, duty stamping, personnel, etc.

7.5 DISTRIBUTION OF INCOME FROM CONSULTANCY WORK

The distribution of income from consultancy work shall be according to the following schedule:

Consultancy Fees	Fees to University	Fees to Consultant
< RM20,000	10%	90%
RM20,000 – RM40,000	15%	85%
RM40,001 – RM100,000	20%	80%

Note:

Consultancy Fee is the amount received by the Consulting staff for his/her professional consultation services per project and does not include any direct and indirect service incurred in carrying out the consultancy projects.

- 7.5.1 Consultancy fees should be capped at RM100,000 per project, beyond which the remaining of the grant will be paid to the University. Payment to consulting staff shall be made progressively.
- 7.5.2 All direct and indirect costs such as facilities, rentals, cost, insurance etc should be borne by the external party requiring the said consultancy.

7.6 RESPONSIBILITY AND ACCOUNTABILITY

- 7.6.1 Regulations and Governance:
 - 7.6.1.1 Private Higher Education Institution Act 1966,
 - 7.6.1.2 The Companies Act 1965,
 - 7.6.1.3 Occupational Safety and Healthy Act 1994 (ACT514),
 - 7.6.1.4 University's Term and Conditions of Employment for Staff and any other relevant acts and regulations;
- 7.6.2 Responsibilities of Consultant:
 - 7.6.2.1 Implement the consultancy contract according to the terms of the consultancy contract outline in this policy.
 - 7.6.2.2 Carryout his/her work with the highest quality output and within the time stipulated;
 - 7.6.2.3 Ensure that he/she is adequately covered by appropriate insurance from liabilities arising from the said contract;

- 7.6.2.4 Sign a letter of indemnity with the University regarding any liability arising from any party in carrying out consultancy work; and
- 7.6.2.5 Ensure that there is no conflict of interest with University interests when undertaking Consultancy and must not make use of University facilities, logo, name, and resources unless duly declared and disclosed.

Note:

Staff involved in consultancy work is not allowed to surrender his/her right or sub-contract his/her consultancy work.

7.7 INTELLECTUAL PROPERTY RIGHTS

7.7.1 Intellectual property rights arising from the consultancy work shall be subject to:

- Relevant provisions on employee inventions or copyrightable works under Patent Act 1983 and Copyright Act 1987;
- In accordance with the National Intellectual Property Policy (NIPP) and Intellectual Property Commercialization Policy for Research and Development funded by the Government of Malaysia (June 2009) prepared by the Ministry of Science, Technology and Innovation (MOSTI); and
- In line with the Malaysian Code of Responsible Conduct in Research

Per MOSTI Policy, 3 key issues to be considered in deciding ownership of IPR include whether:

- Invention created during employment
- Invention commissioned by the employer
- Invention made use of employer resources

Source: Ramli, N. and Zainol, Z.A., 2014. Intellectual Property Ownership Model in Academia: An Analysis. Journal of Intellectual Property Rights, 19, pp.177-188

In all cases, Joint IP ownership may be accorded for all inventions, improvements or discoveries which are made by employees of University in the following circumstances:

1. Part of the performance of the work undertaken, and each party may enjoy all rights and privileges accorded ownership of such joint property belongs to the Company, not the University without accounting to the other.
2. Work undertaken without utilizing the University's resources while under employment does not belong to the University.

- 7.7.2 However, specific provisions in the agreement negotiated with the client company (if any) may applicable conflicting clauses in the University Intellectual Property Policy.

7.8 APPLICATION PROCEDURES

1. Fill up the Application Form available.
2. All applications complete with recommendations from the relevant, Dean/Director shall be submitted to CERVIE which shall make its recommendation to the Vice-Chancellor and President for consideration and approval.
3. Consultancy project greater and equal to RM 10,000 is required to be presented to Top Management meeting for approval.
4. CERVIE shall notify the applicant of the outcome of his/her application.
5. Staff shall not commence the consultancy prior to the written approval of the application from the Dean/Director.
6. All payments between the Consulting Staff and the Company shall be made directly to the Division of Finance and disbursed through the Division upon notification by the Consulting Staff to invoice the Company
7. The consultant shall receive payment for consultancy fee through the submission of the University claims Form available to CERVIE. CERVIE shall advise the Group Finance Office of the appropriate payment to be made.

7.9 NON-COMPLIANCE

- 7.9.1 Staff found abusing the university's reputation, resources or their association with the University for Private, Undeclared Or Unauthorized Consultancy Work shall be considered to be in breach of their contract of employment with University.
- 7.9.2 Failure to comply with this Policy may subject the academic staff to the disciplinary actions of the University.
- 7.9.3 The University reserves the right to pursue recovery of any losses and damages to which the University is subjected to as a result of a breach of this Policy.
- 7.9.4 The University may by written notice, terminate the arrangement / agreement for consultancy work with immediate effect if the Consultant is no longer under employment or becomes unavailable to deliver the consultancy work.
- 7.9.5 The University shall not be liable to the company for any indirect, consequential losses or any loss of profits or liability arising directly or indirectly from this breach of agreement.

7.10 REMARKS

- 7.10.1 The University reserves the right to the policy at any time but all on-going consultancies shall not be affected. This is only applicable to confirmed staff.
- 7.10.2 Where consultancy work undertaken is duly declared, the University shall not be held responsible for the lecturer when consultancy work is done outside the University.
- 7.10.3 Staff member undertaking consultancy work shall be accessible to the University's full range of services including financial and legal advice and on-going support.

UCSI UNIVERSITY CONSULTANCY FORM

A. CONSULTANT DETAILS	
Consultant Name:	
Faculty/Centre:	
Co-Consultants:	

B. CONSULTANCY CATEGORY	
University Consultancy:	<input type="checkbox"/> YES
The said project is recommended by the Dean and recognized as outstanding achievement which commensurate to consultancy work and contribute to Academic Excellence for a period of 1 year.	<input type="checkbox"/> YES
	<input type="checkbox"/> NO

C. PROJECT DETAILS	
Project Title:	
Company/Partner:	
Company/Partner Website:	
Registration Number & Business Sector:	
Duration:	
Proposed Start Date:	
Proposed End Date:	
Description of work to be undertaken:	OBJECTIVES:
Project Deliverables:	
Estimated Resource Usage:	

The project complies with the terms and conditions as stated in the University's insurance and where additional coverage is required, the Insurer has been duly informed.	<input type="checkbox"/> YES
	<input type="checkbox"/> NO

D (i) CONTRACT VALUE GST INCLUSIVE (RM):	
D (ii) PAYMENT SCHEDULES:	
Before Project Starts:	<input type="checkbox"/>
At End of Project:	<input type="checkbox"/>
Monthly:	<input type="checkbox"/> RM: _____

D (iii) ACCESS TO UNIVERSITY'S EQUIPMENT AND/OR MATERIAL, if any:

Equipment	Location

E	CONSULTANCY COST	
	Please indicate your cost for this project and details of expenditure, itemize each category	
	Category	Total (RM)
	Salary and Wages	
	Travelling, lodging and Subsistence	
	Rentals	
	Project Materials and Supplies	
	Minor Modifications and repairs	
	Equipments	
	Professional Services	
	Consultation Fees: (i) Fees to Consultant (ii) Fees to University (Refer to the Consultancy Policy on the percentage)	
	Indirect Costs	
	TOTAL AMOUNT	

F. DECLARATION BY APPLICANT (PLEASE TICK)

I hereby declare that:

1. All information stated here are accurate and complete. The University has the right to reject or to cancel the offer without prior notice if there is any inaccurate information given.
2. I further declare that the Project will not conflict with the interests of the University and will not interfere the performance of my duties with the University

Applicant Signature: _____

Name:

Staff ID:

Faculty:

Date:

G. Faculty Approval

Head of Praxis, Industry and Community Engagement (PICE)/Head of Research

- Recommended
 Not Recommended

Signature: _____

Name:

Date:

Faculty:

Dean

- Supported
 Not Supported

Signature: _____

Name:

Date:

Faculty:

H. (i) ENDORSEMENT & APPROVAL (Consultancy Project < RM 10,000)

- Endorsed
 Not Endorsed

Signature: _____

CERVIE Director

Date:

Name:

- Approved
 Not Approved

Signature: _____

Deputy Vice-Chancellor (Research and Postgraduate)

Date:

Name:

H. (ii) APPROVAL (Consultancy Project ≥ RM 10,000)

- Approved
 Not Approved

Signature: _____

Vice-Chancellor

Date:

Name: