



RESEARCH AND CONSULTANCY WORK

RULES AND REGULATIONS

**CENTRE FOR MANAGEMENT RESEARCH
AND CONSULTANCY (CMRC)**

**INDIAN INSTITUTE OF SOCIAL WELFARE &
BUSINESS MANAGEMENT
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INDIAN INSTITUTE OF SOCIAL WELFARE & BUSINESS MANAGEMENT
CENTRE FOR MANAGEMENT RESEARCH & CONSULTANCY (CMRC)

RULES AND REGULATIONS

The Institute would encourage faculty members to undertake Research and Consultancy project, MDPs, Short-term training courses, register patents, R&D Products and technology transfers as a part of their academic duties. This would help the society at large to benefit from the professional inputs by the academic community and contribute directly to societal development. Besides it would help the individual faculty to augment his/her personal and institution resources. The terminology used in these Rules and Regulations are defined in the Annexure I.

1.0 OBJECTIVES OF RESEARCH AND CONSULTANCY WORK

The objectives of undertaking Research and Consultancy Work by the faculty members / officers on behalf of the Institute are to promote interaction between the Institute and industrial / commercial / governmental agencies for providing professional expertise in the matters of successful management of objectives of the activities / projects / programmes of client agencies and to provide an opportunity to the faculty members / officers along with institute' students to enrich their knowledge in solving professional problems and suggesting actions for improvement / achievements besides generating additional revenue for development of Institute.

2.0 SCOPE OF RESEARCH AND CONSULTANCY WORK

The Research and Consultancy Work to be undertaken may be in the following areas:

- a. Investigation / survey for feasibility, assessment of impact of developmental projects or welfare of society, etc.
- b. Helping organizations improve their performance primarily through analysis of existing business problem and development of plans for improvement.
- c. Analysis of records of performance of ongoing or newly completed projects / programmes.
- d. Other services including capacity building, system development, etc.

3.0 TYPES OF RESEARCH AND CONSULTANCY WORK

Type 1: Research Project

Type 2: Consultancy Project

Type 3: MDP / Short-term Training Courses

4.0 ACCEPTANCE OF RESEARCH AND CONSULTANCY WORK

4.1 General

- a. Normally, Research and Consultancy Work may be undertaken by the faculty members / officers in the respective fields of their specializations.
- b. All Research and Consultancy Work shall be undertaken with the prior knowledge and permission of the Head of the Institute, and without detriment to the teaching and other academic/administrative work requirements of the faculty members / officers.
- c. Attempts may be made to associate research scholars, post-graduate students in Research and Consultancy Work to the extent as would not hamper their basic work.
- d. A faculty member / officer shall not ordinarily be permitted to be away from the Institute for doing Research and Consultancy Work for more than one day in a week or five-working days in a month at a stretch continuously with maximum of thirty days in a year.
- e. No faculty / officer, in his individual capacity, shall enter into a Retainership arrangement with any Client with / without payment of fees or expenses for any length of time without a specifically defined quantum of Research and Consultancy Work. He may however, enter into a Retainership with a Client with the prior knowledge and permission of the Head of the Institute for a specific length of time and a specified Consultancy Fee. The Institute itself may enter into such an agreement, if considered important for national development /defense, and will then assign specific work to the faculty members / officers, as per rules.
- f. The faculty members / officers shall render faithful professional services to the Clients.
- g. The faculty members / officers shall not accept any trade commissions, discounts, allowances or other indirect profit in connection with any work they perform.
- h. The Terms and Conditions Applicable to Clients for availing Research and Consultancy services are as given in Annexure II.

4.2 Procedure

- a. A Research and Consultancy Work may originate when a prospective Client approaches:

- i) The Director
 - ii) The Dean/Professor-in-Charge, CMRC
 - iii) The Heads of the Departments
 - iv) Faculty members / Officers
- b. When the prospective Client approaches (i) or (ii) above, the Director / Dean / Professor-in-Charge, CMRC will identify the Department(s) / Faculty member(s) / officer(s) that are considered capable of undertaking the work.
 - c. When the prospective Client approaches the Head of a Department as in (iii) above, or when the proposal is referred by the Director / Dean / Professor-in-Charge, CMRC to the Head of a Department, the Head shall place the proposal before the Departmental Faculty Committee to identify the faculty member(s)/officer(s), who may be involved to undertake the work.
 - e. When the prospective Client approaches an individual faculty / officer for his assistance, the individual concerned should report it to the Head of the Department, who will place the proposal before the Departmental Faculty Committee to identify the faculty member(s)/officer(s), who may be involved to undertake the work.
 - e. The Head of the Department or the individual faculty member / officer shall inform the Director / Dean / Professor-in-Charge, CMRC of his ability to undertake the Research and Consultancy Work, and obtain his formal approval in principle.
 - f. Based on the information supplied, the Head of the Department shall indicate to the Client the acceptance or otherwise of the Research and Consultancy Work. Where the work can be accepted, he shall convey to the Client the extent of involvement of the Institute, the Consultancy Fee to be charged, and the name of the Faculty-in-Charge along with a copy of the Terms and conditions applicable to Clients for availing Research and Consultancy services.
 - g. When the prospective Client approaches an individual faculty member / officer for his assistance, the individual faculty member / officer shall correspond with the Client indicating the acceptance or otherwise of the Research and Consultancy Work. Where the work can be accepted, he shall convey to the Client the Consultancy Fee to be charged along with a copy of the Terms and Conditions applicable to Clients for availing Research and Consultancy services.

4.3 Estimation of Consultancy Fee

Annexure III gives the format for the estimation of fees for undertaking the proposed research and consultancy project, MDP, short-term training courses, etc. The fees must be carefully estimated based on the correct appraisal of the estimated expenditure under the different heads as given below:

a. Professional Fees:

- i) Remuneration to experts (Project Coordinator(s) & members) has to be calculated on the basis of man-hours/man-days or man-months of time involved for the execution of work. The time rate may be taken as about 2-5 times hourly or daily salary of the faculty member / officer involved.
- ii) Remuneration to technical and supporting staff directly involved in the work has to be calculated on the basis of man-days/man-months. The time rate may be taken as about 2-3 times the gross salary of concerned staff.
- iii) Remuneration to the external experts, technical & supporting staff and students if involved has to be calculated as lumpsum charges on the basis of extent and time involved.

b. Cost of Equipment & Materials:

- i) Cost of equipment/expendable spares/accessories to be purchased for the execution of work.
- ii) Cost of consumable materials, etc.

c. Charges for External Facilities:

Charges for availing the external facilities viz., testing, analysis, monitoring, etc. which are not available at the Institute and require to be executed for the proposed work.

d. Data Analysis & Report Preparation Expenses:

Expenses for software development, computerization & data analysis and report preparation including printing and reproduction etc.

e. Other Expenses:

- i) Travel Expenses: These may be estimated on the basis of mode of travel, lodging/boarding, rate of daily allowances/out-of-pocket expenses as may be mutually settled between consultant and client. They need not be related to the

Institute rates applicable to a person of the status of the faculty members/officers concerned. The charges shall be directly payable to the faculty member/officer by the Client or an estimated amount may be included along with other charges for the proposed project work.

- ii) Miscellaneous Costs: To meet the unforeseen expenses in the execution of assignment, about 5-10% of the total estimated expenditure may be considered.

f. Institute Overhead Costs:

The Institute overhead costs should be considered as per the type of proposed consultancy work which is as follows:

- i) Research Project: In case of research project, **Institute overhead would be 20%** of the total cost of the project. However, the expenses incurred for assets/equipments/ software/hardware, etc. purchased would not be considered for the estimation of Institute overhead provided these equipments after the completion of the project become the Institute property.
- ii) Consultancy Project: In case of consultancy project, **Institute overhead would be 35%** of the total cost of the project. However, the expenses incurred for assets/equipments/software/hardware, etc. purchased would not be considered for the estimation of Institute overhead provided these equipments after the completion of the project become the Institute property.
- iii) MDP/Short-term Training Courses: In case of MDP/short-term training courses, **Institute overhead would be 40%** of the total cost of the project. However, in case of off-site MDP/training programme, expenses incurred for travel/boarding/lodging, out-of-pocket expenses, etc. reimbursed to the concerned faculty member/officer would not be considered for the estimation of Institute overhead.

5.0 APPROVAL OF RESEARCH AND CONSULTANCY WORK

- a. In response to the letter from the Head of the Department or the individual faculty member / officer, the Client shall communicate, in writing, to the Faculty-in-Charge accepting the stated terms and conditions.
- b. The Faculty-in-charge shall obtain the permission of the Director / Dean/Professor-in-Charge, CMRC to undertake the Research and Consultancy Work by filling in format and sending, in duplicate, as appended in Annexure IV.
- c. The Faculty-in-Charge shall formally intimate to the Client the acceptance of the Research and Consultancy proposal.

- d. The Client may enter into a formal contract agreement with the Institute, spelling out specific terms and conditions mutually agreed to earlier. Such an agreement shall be signed on behalf of the Institute by the Faculty-in-Charge, the Head of the Department and the Dean / Professor-in-Charge, CMRC / Director.
- f. The client may, thereafter, be in direct communication with the Faculty-in-Charge till the completion of the Research and Consultancy Work.
- f. The Client shall be usually required to make an advance payment of 20-40% (as mobilization advance) of the Consultancy Fee to the Institute before the Research and Consultancy Work is initiated.

6.0 CONDUCT OF RESEARCH AND CONSULTANCY WORK

- a. The Research and Consultancy Work shall normally become operative with effect from the date on which the agreement has been signed and mobilization advance is remitted by the Client to the Institute.
- b. The conduct of the Research and Consultancy Work shall be the sole responsibility of the Faculty-in-Charge. He shall initiate, organize, develop, coordinate and complete the Research and Consultancy Work.
- c. The Faculty-in-Charge shall periodically provide reports on the progress of the work to the Client, as may be desired by the Client, or as provided in the agreement, with copies to the Dean / Professor-in-Charge, CMRC. In case the information in the report(s) is considered classified by the Client/Faculty member/Officer, a note to this effect shall be filed with the Head of Department and the Dean / Professor-in-Charge, CMRC. The reports shall be made available as soon as they are declassified, or written permission from the Client is obtained.

7.0 MAINTENANCE OF RECORDS

- a. Copies of all reports submitted to the Client shall be filed in the Department in which the Research and Consultancy Work has been undertaken.
- b. The Head of the concerned Department shall maintain a bound register containing the following information:
 - i. Research and Consultancy Approval Number;
 - ii. Title, nature and type of Research and Consultancy Work;
 - iii. Name of the Client;
 - iv. Terms of payment; and
 - v. Name of the Faculty-in-Charge.

The above records shall also be maintained in the Centre for Management Research Consultancy.

- c. A record of expenditure incurred in the Research and Consultancy Work, by way of costs of equipment / expendable spares / accessories and consumable stores, TA and DA, computer charges payment to external expert(s), staff on project employment, charges for using external facilities, expenses for fabrication outside the Institute, etc., shall be maintained by the Faculty-in-Charge, with attached details of expenditure and supporting vouchers, receipts and documents (where necessary). The record of expenditure with supporting documents, shall be submitted by the Faculty-in-Charge to the Dean / Professor-in-Charge, CMRC along with the Proposal for the Distribution of Research and Consultancy Earnings (Annexure V).
- d. Unconsumed equipment/expendable spares/accessories and materials, after the termination of the Research and Consultancy Work, shall become the property of the Institute, and shall be entered in the Institute Stock Register.

8.0 CONTRACT AMENDMENTS

1. When, during the execution of a Research and Consultancy work, conditions arise that require a change in the scope of the Research and Consultancy Work, in the schedule, in the Consultancy fee, or in respect of the Faculty-in-Charge, etc., the Faculty-in-Charge shall seek an appropriate amendment or modification of the Contract, and obtain from the Client a formal document or a letter of agreement to this effect.
2. In case the individual faculty member / officer, after accepting the Research and Consultancy Work, is unable to execute the same due to unavoidable circumstances, he may terminate the Contract by written intimation to the Client, with a copy to the Dean / Professor-in-Charge, CMRC. The faculty member / officer may also, in exceptional cases, entrust the work to another faculty/officer who, in his opinion, is capable of discharging the obligations, provided he obtains prior written approval of the Client of this effect.
3. In case of Project Coordinator/Faculty-in-Charge, nominated by the Departmental Faculty Committee after accepting the Research and Consultancy Work, is unable to execute the same due to unavoidable circumstances, he shall inform the same, in writing, to the Head of the Department. The Head shall, in consultation with the Departmental Faculty Committee, nominate another Faculty-in-Charge, and then inform the Client of the change with a copy to the Dean / Professor-in-Charge, CMRC.
4. In case additional expenses, which could not be foreseen while estimating the Consultancy fee, be incurred by the time the Research and Consultancy Work is

completed, the Faculty-in-Charge shall obtain the approval, in writing, of the Client to modify the original Consultancy fee charged.

9.0 TERMINATION OF RESEARCH & CONSULTANCY WORK

1. The Faculty-in-Charge shall ensure that the Research and Consultancy Contract is executed on time, and that the results of the investigation are communicated to the Client. He shall also request the Client to remit, to the Institute, the balance installment of payment on the completion of the Research and Consultancy Work.
2. In case, after the completion of the Research and Consultancy Work, the work is to be continued further, fresh proposals shall have to be made by the Client and accepted by the Institute.
3. No data results, reports, inventions, etc. shall be published or disclosed, either directly or indirectly, by the Faculty-in-Charge to any other party, either during or after the termination of the Research and Consultancy Work, without obtaining the prior written permission of the Client.

10.0 PATENTS

Patent rights for any discovery or inventions originating from the Research and Consultancy Work shall be negotiated with the Client for each individual case and approved by the Director/Board of Governors of the Institute.

11.0 INSTITUTE DEVELOPMENT FUND (IDF)

1. 50% of the contributions from Consultancy fees in the IDF shall be earmarked for providing additional grants to Departments for strengthening their research facilities in proportion to the contributions from the Consultancy fee to the IDF.
2. The remaining 50% of the contributions from Consultancy fees in the IDF may be utilized for:
 - a. Supporting research in new emerging areas of scientific endeavour; and
 - b. Augmenting the Institute Central Services and facilities according to special needs.

12.0 RECRUITMENT OF STAFF

When necessary, staff may be recruited and employed on contract for the execution of the Research and Consultancy Work. The terms and conditions governing the recruitment and employment of contractual staff for Research and Consultancy Work shall be the same as per the Institute's rules and regulations for the purpose.

ANNEXURE I: TERMINOLOGY

In these Rules and Regulations, the terms defined are used in the sense as explained here:

- a) *Research work* is performing a methodical study in order to prove a hypothesis or answer a specific question. Finding a definitive answer is the central goal of any experimental process.
- b) *Consultancy work* is the professional service rendered by a Consultant for Clients on a fee basis.
- c) A *Consultant* is a faculty/officer, who performs specified professional services for Clients on a fee basis.
- d) A *Client* is any industry/organization/Government department needing professional services from the Institute. The organizations include various governmental agencies and autonomous undertakings, and industrial, commercial and developmental organizations.
- e) *Consultancy Fee* is the sum of money paid to the Institute by the Client for professional services rendered. It is usually determined in advance by agreement between the Client and the Consultant.
- f) A *Contract of Agreement* for project work states the terms and conditions governing the Research and Consultancy Work. It outlines the professional services to be performed, the fees to be paid, and the conditions under which the work will be carried out. It may be a formal contract prepared in legal form, or a simple letter contract.
- g) A *Relationship* is an arrangement in which the faculty/officer is ready to serve the Client for a fixed payment either on a monthly or an annual basis.
- h) *Director* means the Director of the Indian Institute of Social Welfare and Business Management.
- i) *Institute* means the Indian Institute of Social Welfare and Business Management.

ANNEXURE II: TERMS & CONDITIONS APPLICABLE TO THE CLIENT FOR AVAILING RESEARCH & CONSULTANCY SERVICES

The Institute offers, through its faculty member/officer of different departments, and Director, limited research and consultancy services for utilization by clients who may be governmental agencies and autonomous undertakings, and industrial, commercial, and development organizations. The terms and conditions given hereunder form the only basis for the acceptance of such research and consultancy work by the Institute.

Terms and Conditions

1. The Institute shall undertake Research and Consultancy work only on the written request of the Client, which may be sent to a faculty member/officer of the Institute, the Head of a Department, the Dean/Professor-in-Charge, CMRC, or the Director. All Research and Consultancy work shall be carried out at the discretion of the Institute.
2. The Research and Consultancy Work shall be a specific assignment to be spelt out in clear terms against the payment of a lumpsum fee (consultancy fee).
3. In case of the proposal of a Client is acceptable to the Institute, an estimate of the Research and Consultancy Fee payable and the expected time of completion of the work shall be indicated to the Client in line with his requirement. Such indication shall not have any legal binding or consequence.
4. A Research and Consultancy Work shall be deemed to have been accepted by the Institute only after it has confirmed its acceptance in writing.
5. A Research and Consultancy proposal accepted by Institute should clearly specify the scope and extent of involvement of the Institute and the Client (if necessary), the schedule of completion of the work, the type and frequency of reports to be submitted, and the Research and Consultancy Fee charged. Commission of errors, omissions, typographical or printing mistakes, if any, shall not be binding on the Institute.
6. The Client may enter into a Contract/Agreement which may be prepared either in legal form or as a simple letter contract which shall be signed by the Project Coordinator/Principal Investigator, Head of the Department and the Dean/Professor-in-Charge, CMRC/Director, laying down specific terms and conditions mutually agreed to earlier.
7. The Client shall be required to make payments as per agreed terms of reference through a Cheque/Bank Draft payable to the 'Indian Institute of Social Welfare and Business Management' or by cash in the Cash Section of the Institute.

8. After the Research and Consultancy work is initiated at the Institute, the Client may directly communicate with the Project Coordinator/Principal Investigator till the completion of the work.
9. The Client shall furnish all pertinent information, data, plans, records, specifications and drawings which may be required for the execution of the work.
10. The Client shall extend all cooperation that may be necessary for execution of assigned work required to be undertaken at the Client's premises.
11. The Client shall accept the faculty member/officer as a professional adviser and extend to him/her the respect and confidence warranted in such a relationship.
12. The Client should inform the Consultant as early and as accurately as possible of any changes which may affect the Research and Consultancy Work.
13. The Client shall not have any right or entitlement to witness the Research and Consultancy Work under execution at the Institute, either directly by himself or indirectly by his representative(s). The Client may, however, nominate an officer who may act as a coordinator on behalf of the Client. All expenses incurred in connection with the travel and accommodation of the officer shall be borne by the Client.
14. The Institute shall not be legally bound to disclose to the Client the break-up of the estimated fee indicated for a proposed Research and Consultancy Work.
15. The Client shall bear all expenditure on travel, boarding and lodging of the faculty member/officer according to the terms that may be mutually settled between Institute and client.
16. The institute disowns any liability whatsoever on account of failure of the Research and Consultancy work to achieve the desired results.
17. In case, for any reason(s) which should be clearly specified a Research and Consultancy work required to be terminated the client shall get 30 days' notice to the Project Coordinator/Principal Investigator with a copy to Dean/Professor-in-Charge, CMRC and Director. All expenses incurred and commitment made before the notice of termination shall be payable by the client.
18. In case, after the completion of a Research and Consultancy work, the work is to be continued further, fresh proposals shall have to be made by the Client and accepted by the Institute.
19. All data, results, reports, inventions, etc., from the Research and Consultancy work shall be made available to the Client, and shall not be published or disclosed, directly

or indirectly, by the Institute to any other party, either during the contract period or thereafter, without the prior written permission of the Client.

20. Patent rights for any discovery or invention originating from the Research and Consultancy Work shall be negotiated with the Client for each individual case and approved by the Director/Board of Governors of the Institute.
21. Any dispute or difference arising out of the Research and Consultancy Work shall be mutually resolved between the parties. Failing to settle such a dispute by negotiations, it shall be resolved by conciliation or arbitration.

ANNEXURE III: ESTIMATION OF CONSULTANCY FEES

FORMAT FOR ESTIMATION OF CONSULTANCY FEES

1. Name of Consultancy Work:

2. Name of Client:

3. Consultancy Charges:

a. Professional Fees:

- i) Remuneration to experts (Project Coordinator(s) & members)
- ii) Remuneration to technical and supporting staff
- iii) Remuneration to the external experts, technical & supporting staff and students

Sub-Total

b. Cost of Equipment & Materials:

- i) Cost of equipment/expendable spares/accessories
- ii) Cost of consumable materials, etc.

Sub-Total

c. Charges for External Facilities

d. Data Analysis & Report Preparation Expenses

e. Other Expenses:

- i) Travel Expenses: Air/rail/taxi fare, lodging/boarding, rate of daily allowances/out-of-pocket expenses
- ii) Miscellaneous Costs

Sub-Total

f. Institute Overhead Costs:

@25% in case of research project/@54% in case of consultancy project/
@67% in case of MDP/Short-term Training Courses of (a to e).

g. Total Cost

Project Coordinator/Faculty-in-Charge

Head of Department

Dean/Professor-in-Charge (CMRC)

Director

FAO

ANNEXURE IV: APPROVAL OF RESEARCH & CONSULTANCY WORK

FORMAT FOR APPROVAL OF RESEARCH & CONSULTANCY WORK

1. Research & Consultancy Work Approval No. & Date:
2. Title, Nature & Type of Research & Consultancy Work:
3. Name and Address of Client:
4. Name of Project Coordinator/Principal Investigator:
5. Name of Project Team Members (Internal & External):
.....
6. Total Consultancy Fees:
7. Terms of Payment:
8. Date of Commencement of the Research & Consultancy Project:
9. Date of Completion of the Research & Consultancy Project:
10. Any other relevant information:

Project Coordinator/Faculty-in-Charge

Head of Department

Dean/Professor-in-Charge (CMRC)

Director

FAO

ANNEXURE V: DISTRIBUTION OF CONSULTANCY FEES

PROPOSAL FOR DISTRIBUTION OF CONSULTANCY FEES

- 1. Name of Consultancy Work:
- 2. Name of Client:
- 3. Consultancy Work Approval No. & Date:
- 4. Total Consultancy Fees:
- 5. Net Receipt of Consultancy Fees (Cheque No. & Date):
- 6. Expenditure Detail:
 - a. Professional Fees:
 - i) Remuneration to experts (Project Coordinator(s) & members)
 - ii) Remuneration to technical and supporting staff
 - iv) Remuneration to the external experts, technical & supporting staff and students

Sub-Total
 - b. Cost of Equipment & Materials:
 - i) Cost of equipment/expendable spares/accessories
 - ii) Cost of consumable materials, etc.

Sub-Total
 - c. Charges for External Facilities
 - d. Data Analysis & Report Preparation Expenses
 - e. Other Expenses:
 - i) Travel Expenses: Air/rail/taxi fare, lodging/boarding, rate of daily allowances/out-of-pocket expenses
 - ii) Miscellaneous Costs

Sub-Total

f. Institute Overhead Costs:

@20% in case of research project/@35% in case of consultancy project/
@40% in case of MDP/Short-term Training Courses of net receipt of consultancy fees.

g. Institute Development Fund:
[Excess Amount left in the Head b to e]

h. Total (a to g):

i. Balance (5-h):

Project Coordinator/Faculty-in-Charge

Head of Department

Dean/Professor-in-Charge (CMRC)

Director

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