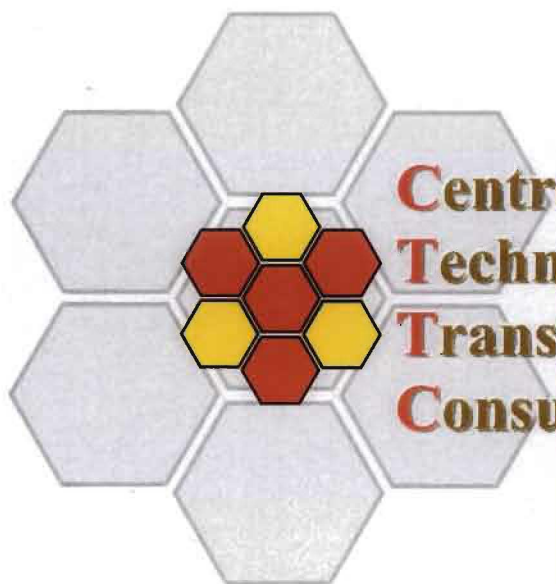


# Rules and Regulations



**Centre for  
Technology  
Transfer and  
Consultancy**



**Centre for Technology Transfer and Consultancy (CTTC)**  
Universiti Malaysia Sarawak  
94300 Kota Samarahan  
Sarawak, MALAYSIA

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## **RULES AND REGULATIONS**

***Centre for  
Technology  
Transfer and  
Consultancy***

Universiti Malaysia Sarawak  
94300 Kota Samarahan  
Sarawak



**CLIENT CHARTER**  
**Centre for Technology Transfer *and* Consultancy**

We hereby pledge our assurance to give the highest commitment to undertake that:

- support services for research, general administration and finance for all consultation projects to be performed efficiently, fair, impartial and without prejudice
- guidelines and operations of consultation services to be clearly understood and comprehended by all relevant parties
- all claims for payment from our clients (depending on the accessibility of the respective staff) to be processed and concluded within 3 working days taking into consideration that all information provided are correct and accurate at the time of submission
- all matters pertaining to claim for payments to our consultants (depending on receipt of payments from the clients) to be processed and concluded within 7 working days based on the efficiency of accomplishing the following tasks at CTTC, such as:
  - verification of ledger account, preparation of payment vouchers and cheques to be transacted within 3 working days upon receipt of order of payment
  - verification by the Assistant Registrar and confirmation by the Director within 2 working days upon issuance of the cheque
  - inform and deliver the cheque within 2 days upon signing to the recipient

## **THE LOGO OF CTTC**



The CTTC logo comes in the shape of hexagonal structures, similar to the structure of a beehive. The six hexagons form a tight combination surrounding the central hexagon which housed the central cluster consisting of seven smaller hexagons. The total of seven hexagons reflects the three main objectives and four main activities of the centre, detailed as:

### **Objectives of CTTC:**

1. Encouraging and strengthening direct staff participation in research and consultancy works in developing their professional experience as well as enhancing their teaching-learning capabilities in their specific areas of expertise;
2. Maximizing the University's involvement in the nation building through greater cooperation between the university and industries within its resources and means; and
3. Optimizing the utilizations of University facilities, academic staff and other resources through transfer of technology, Research and Development (R&D) and consultancy activities.

### **Activities of CTTC:**

4. Distribute and propagate current information and technological applications
5. Acquire, manage and perform various consultancy projects
6. Promote, market and manage commercial and contract education
7. Strengthen all matters pertaining to intellectual property rights

The structure was chosen for the logo of CTTC based on the engineering ingenuity of the bees to construct such precise and elaborate structure, which basically can be extended into all directions, upward and sideways. This is synonym to the multifaceted functions and roles of CTTC as the centre for consultancies, teaching and research in imparting knowledge, distributing and propagating current technologies together with reliable advice to clients, industrial partners and research collaborators.

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## **1. PROCUREMENT AND IMPLEMENTATION**

1.1 The Centre for Technology Transfer and Consultancy (CTTC), a body formed by and within Universiti Malaysia Sarawak (Unimas) an institution of higher learning and formed under the University and Colleges Act 1971. CTTC shall acts as the implementer, facilitator and manager for any research, educational project, consultancy works and other services but not limited to the followings:

a) **Contract research**

Contract research means any secured research works and matters related therein and which work's term and conditions has been agreed to between CTTC, Unimas staff and client, especially in term of professional fees, time frame, scope of works and mode of payment as stipulated in **Clause 4.1**.

b) **Contract education/short courses programme**

Contract education/short courses programme means any contract educational courses or short courses programme organized by Unimas staff for Client and which terms and conditions has been agreed to between CTTC, Unimas staff and client especially in terms of course title, duration of course, course fees, professional fees and other matters related thereto as stipulated in **Clause 4.2**.

c) **Contract Consultancy**

Contract consultancy means any consultancy works and matters related thereto organized and implemented by Unimas staff for Client where the term and conditions regarding scope of works, professional fees and duration of works has been agreed to between CTTC, Unimas staff and client as per stipulated in **Clause 4.3**.

d) **Other Contract works**

i. **Material and Sample Analysis**

These shall mean and involved any works related to the analyzing of chemical, physical and or biological material or sample furnished by Client. Unimas is known for its competency and availability of facilities to analyze the material or sample and such works shall be based on regulation as stated in **Clause 9.3**.

ii. **Recognition by Unimas**

CTTC can if required to do so by clients, issue a certificate to certify the worthiness and or authenticity of its products, courses or methodology in conformity with **Clause 9.4.**

Contractual works not stated in this Rules and Regulations could be considered subject to the availability of manpower and expertise in the filed. The CTTC Working Committee will study such proposals and will give due consideration on whether to accept or reject.

1.2 Clients can either be an individual, an agency or an institute.

1.3 All project works must be implemented through CTTC, even though the same was initially obtained and secured by the staff themselves. Initial negotiation on project between staff and Client must be reported in writing to CTTC before it is considered an official CTTC service.

1.4 Proposal for any project must be forwarded to CTTC as soon as possible and submission of the same to client must be made through CTTC. This is to ensure that such proposal or Term of Reference (TOR) is properly prepared and subsequently works with client be carried out systematically and professionally.

1.5 Works on any project can only commence after:

- a. an official letter of approval from the Director of CTTC is given;
- b. CTTC received an official letter of appointment from client; and
- c. the MOU between CTTC or Unimas and client has been executed.

## **2. STAFF INVOLVEMENT**

2.1 Any staff engaged as consultant or research assistant are required to obtain a written consent from their respective Dean/Director of Faculties/Institute/Departments and such consent shall be on the principle that the works will further enhance their skill and knowledge without affecting their teaching and or official duties in Unimas. The

total time permissible/permitted for staff involvement in consultation is equivalent to **one day in a week.**

- 2.2 Appointment of Coordinator/Project Leader of any project must have the CTTC's approval after taking into consideration the academic and professional capability, workload and official duties as well as other relevant factors of such person.
- 2.3 With the assistance of CTTC, the Coordinator/Project leader shall be responsible for the project's implementation, quality control, work schedule, project expenditure and to keep a proper financial record.
- 2.4 In the event that Unimas does not have the expertise in a particular field, CTTC can employ non-unimas staff to work together with Unimas staff in any project.
- 2.5 Official CTTC works carried out by staff shall be considered and deemed as doing Unimas official duties and staff shall abide by the University's rules and regulations and shall carry out his or her work with the highest output and within the stipulated time period.
- 2.6 Staffs on sabbatical leave may be involved in any project, subject to all rules and decision of the Sabbatical Leave Committee.
- 2.7 Staffs on study leave will require a written consent from their supervisor if he/she wants to be involved in a particular project.
- 2.8 Any consultants who are currently attached to any project are eligible to partake in other projects which have been approved by CTTC, at the discretion of the Deans or Directors of the Faculty or Institutes involved, respectively.

### **3. PROJECT ADMINISTRATION**

- 3.1 All correspondence relating to any project must be copied to CTTC.
- 3.2 CTTC shall monitor the progress of all project works and to ensure such works follows strictly to the schedule as stipulated in the contract agreement and to take corrective action for any problem encountered in its implementation.



- 3.3 Any alteration and or amendment to the Term of Reference (TOR) and or the contract agreement must be in writing and agreed to by all parties concerned.
- 3.4 The Coordinator/Project Leader shall be responsible to inform and to show cause to CTTC if there are any delay in work schedule and or other problems encountered for CTTC's further action.
- 3.5 Staff concerned shall not surrender his or her rights or sub-contract his or her project works to other staff without the prior consent in writing from the Director of CTTC.
- 3.6 The project Coordinator/Project leader should certify all claims submitted to CTTC.
- 3.7 Staff can apply for money advancement to implement any project works; however such application must be submitted to the Director of CTTC at least 10 working days before the actual performance of works. All prior expenses for project works incurred by staff concerned shall be reimbursed subject to proof and certification or confirmation from the project leader.
- 3.8 After the completion of any project, all equipments and or reference materials purchased from such project allocation will thereafter become university property The equipment and or reference materials shall be housed or stored at CTTC and can be further utilized for other projects. CTTC can place and or assigned supervision and maintenance of these equipment to any Faculty / Centre / Institute or Department of the university.
- 3.9 Terms of Reference (TOR), Financial Statement, progress and final report of all projects implemented by Unimas staff shall use CTTC's official report cover so as to ensure uniformity in its undertaking. Upon completion of the project, a copy of the final report of the project must be submitted to CTTC for future references.

## **4. QUOTATIONS**

### **4.1 TENDER FOR CONTRACT RESEARCH**

Tender or quotation for research contract must include the following four components:

**a) Salary/wages/fees for professional and semi-professional personnel**

- i. Salary/wages/fees for professional and semi-professional personnel shall be calculated as follows: (Personnel's current basic salary) x (man-hours/man-days/man-months) x (1.1 or 2.4 factor)
- ii. Wages for supporting staffs, research assistants, lab assistants, technical support staff, lab/studio technicians, field assistants (including enumerators) shall be calculated at a rate of between RM75.00 – RM100.00 per day
- iii. Salary/fees for professional and semi-professional personnel is calculated on a 8 hours/day or 22 days/month or 176 hours/month
- iv. Payment of salary/wage/professional fees are subjected to a deduction of 12% being professional fee by CTTC.
- v. Payment of salary/wage/professional fee is net (before income tax deduction). CTTC undertake to inform the relevant authority thereafter.

**b) Overhead charges**

Overhead charges would include but not limited to the followings:

- i. Time replacement / remunerated by Unimas
- ii. Preparation time, mobilization and demobilization
- iii. Utility usage (include telephone/fax & internet)

Fifteen (15%) percent of salary/wage/professional fee shall be payable to CTTC being the overhead charges.

**c) Reimbursement (out of pocket expenses/reimbursable)**

Reimbursement payment is real cost on expenditure and shall include but not limited to the followings:

- i. Printing of report.
- ii. Transport rental (road, sea and air)
- iii. Traveling fare / mileage claim
- iv. Per diem inclusive of rent/accommodation and food allowance during actual fieldwork
- v. Tips and services incurred during actual fieldwork
- vi. Material / disposable goods
- vii. Miscellaneous payment / rent / urgent purchase of material valued not more than RM 3,000 subjected to prior approval of the client

**d) Intellectual Property Right**

Intellectual Property Right (if any) arising from any project works is subject to the "*Pekeliling Perkhidmatan Bil 5 Tahun 1999*". *Garis panduan Bagi Pengurusan Harta Intelek Yang Dimiliki Oleh Kerajaan Dan Agihan Saguhati Hasil Penyelidikan Yang Dikomersialkan Kepada Pegawai-Pegawai Awam.*" and other relevant Intellectual Property laws of Malaysia.

**4.2 TENDER FOR CONTRACT EDUCATION**

Tender for contract education or short courses shall include the following four components:

**a) Lecture allowance, tutorial, field supervision and evaluation**

- i. Lecture allowance rate:  
Diploma and Certificate Program = RM 150/Hr  
Master and PhD Program = RM 175/Hr
- ii. Tutorial allowance rate:  
50% of the Lecture allowance rate
- iii. Lecturer's field allowance rate:  
RM 25/Hr and not more than RM 200/Day
- iv. Evaluation / Examination rate:  
RM 50 – RM 150 per hr – credit x number of students

- v. Allowance of lecturer is subjected to a deduction of 12% being professional fee by CTTC.
- vi. Payment of allowance is net (before income tax deduction). CTTC undertake to inform the relevant authority thereafter.

**b) Overhead charges**

Overhead charges would include but not limited to the followings:

- i. time replacement /class by Unimas
- ii. preparation of course modules and evaluation script/quiz
- iii. preparation time, mobilization and demobilization
- iv. use of University's property (including papers, telephone, fax & internet, etc.)

For the use of the above, a fifteen (15%) percent of salary/wage/professional fee shall be payable to CTTC being the overhead charges.

**c) Reimbursement (out of pocket expenses/reimbursable)**

Reimbursement payment is real cost on expenditure and shall include but not limited to the followings:

- i. Teaching aide (slide, transparency etc)
- ii. Reprography (inclusive printing material for courses and evaluation paper)
- iii. Rental for lecture/tutorial hall, multimedia studio and theater
- iv. Usage of IT & Engineering equipments / tools
- v. Usage of Lab, model and transport network
- vi. Rental of transport
- vii. Traveling allowances for Lecturer (inside and outside of Unimas)
- viii. Per diem inclusive of rent / accommodation expenses and Lecturers' food allowances
- ix. Disposable goods

### **4.3 TENDER FOR CONTRACT CONSULTATION**

Tender for consultancy contract shall include the following components:-

**a) Salary/wages/fees for professional and semi-professional personnel**

- i. Salary/wages/fees for professional and semi-professional personnel shall be calculated as follows: (Personnel's current basic salary) x (man-hours/man-days/man-months) x (1.1 or 2.4 factor)
- ii. Wages for supporting staffs, research assistants, lab assistants, technical support staff, lab/studio technicians, field assistants (including enumerators) shall be calculated at a rate of between RM75.00 – RM100.00 per day
- iii. Salary/fees for professional and semi-professional personnel is calculated on a 8 hours/day or 22 days/month or 176 hours/month
- iv. Payment of salary/wage/professional fees are subjected to a deduction of 12% being professional fee by CTTC.
- v. Payment of salary/wage/professional fee is net (before income tax deduction). CTTC undertake to inform the relevant authority thereafter.

**b) Overhead charges**

Overhead charges would include but not limited to the followings:

- i. Time replacement /class by Unimas
- ii. Preparation time, mobilization and demobilization
- iii. Use of University's property (including papers, telephone/fax & internet, etc)

For the use of the above, a fifteen (15%) percent of salary/wage/professional fee shall be payable to CTTC being the overhead charges.

**c) Reimbursement (out of pocket expenses/reimbursable)**

Reimbursement payment is real cost on expenditure and shall include but not limited to the followings:

- i. Printing of report.
- ii. Transport rental (road, sea and air).
- iii. Traveling fare / mileage claim.
- iv. Per diem is inclusive of rent/accommodation and food allowance during actual field work.
- v. Tips and services incurred during actual field work.
- vi. Material / disposable good.
- vii. Miscellaneous payment / rent / urgent purchase of material valued not more than RM3,000 subjected to prior approval of the client.

## **5. REGISTRATION OF PROJECT**

All project's Term of Reference (TOR) should at least be scrutinized by three parties, i.e. University, Faculty concerned and CTTC before submission to the client. All projects after satisfying Clause 1.5 above, would become an official CTTC works, and thereafter given a project number. Copies of such document would be forwarded to all parties concerned.

## **6. PAYMENT**

- 6.1 All payment whatsoever from client or related parties shall be in the form of a crossed cheque payable to **CTTC Unimas**.
- 6.2 As stated in the General Order, 1993: *Perintah Am, Bab D, Peraturan-peraturan Pegawai Awam (Kelakuan dan Tatatertib, 1993)*, Unimas staffs involved in any project are not to receive any payment whatsoever directly from the client.
- 6.3 Upon receiving payment from client, CTTC will pay its staffs concerned their service fees (upon claims) after deductions from previous expenditures (such as advance payments, claims of purchase, etc).
- 6.4 Advances against wage/allowance/professional fee shall be permitted, however approval is at the discretion of the university, CTTC and the related Faculty Dean.

- 6.5 Payment shall be made based on the agreed and official Financial Statement of the Term of Reference. In the event that no rate is indicated, the guidelines from “*Current Treasurer Circular*” will be adopted for such payment.

## **7. DISTRIBUTION OF PAYMENT**

7.1 Upon receiving full and final payment from the client, CTTC will make payment in the following manners:

- a) **All payments for projects on contract research and consultation**  
Paid in full to the staff concerned less any deduction and or other related encumbrances by the university.
- b) **All payments of allowances for lectures, tutorials, supervisions and evaluation**  
Paid in full to the staff concerned less any deduction and or other related encumbrances by the university.
- c) **Overhead profits**  
Incomes from overhead profits will be retained and remains the property of the University.
- d) **Reimbursements**  
Reimbursements will be redeemed in full to the staff or faculty who has incurred their personal expenses beforehand.

7.2 In the event that the project shall incur loss in monetary term, the loss shall be distributed equally (on a pro rata basis) by all components of the project as stated in the TOR and or the Financial Report.

## **8 COMPLETION OF PROJECT**

8.1 Upon the completion of a project, no bonus and or other claims whatsoever shall be entertained except those that had been budgeted for in the original TOR or Financial Report.

8.2 No extra payment shall be paid to the project manager (if any) except those that had been budgeted for in the original TOR or Financial Report.

## **9. PROJECT/CONSULTANCY INCOME**

### **9.1 Acquirement Incentives**

The CTTC Working Committee may consider awarding incentives to any individual or individuals who had assisted in securing new contracts. Such incentives shall be calculated in the following manners:

<b><u>Project Value (RM)</u></b>	<b><u>Commission</u></b>
Up to RM49,999	1%
RM50,000 – RM99,999	2%
RM100,000 – RM499,999	RM3,000
RM500,000 – RM999,999	RM6,000
RM1,000,000 – RM4,999,999	RM10,000
RM5,000,000 – RM10,000,000	RM25,000

### **9.2 Proceeds from sale of masterpiece**

Proceeds from the sale of masterpiece produced by any Unimas staff utilizing university's time, equipments and facilities shall be divided into two, 70% to staff concerned and 30% to the university.

### **9.3 Material and/or Sample Analysis**

The price for sample analyses can be obtained from and would depend on the rate fixed by the faculty concerned. The actual price may increase if the sample needs to be prepared prior to analyses. Staff utilizing such facilities in their analyses of material/sample will be charge a flat rate of 15% on the total cost of analysis as agreed between the client, the consultant and CTTC. The analysis report shall be submitted to the client through CTTC.

### **9.4 Certificate of authenticity**

CTTC Working Committee can give a certificate of authenticity to any of its products, analytical works, program/courses or methodology if requested to do so by the client in order to enhance their claim for



credit on such items. The client will be charge a sum to be agreed upon by all parties concerned and payment shall be either in a one lump sum mode or anytime the product is advertised. From the said proceeds, CTTC Management Fund will get 90% and Unimas Management Fund will get 10%.

## 10. EMPLOYMENT OF STAFF BY EXTERNAL AGENCIES

- 10.1 At the discretion of the Vice Chancellor, there are two approaches for outside agencies to employ the staff of this university for consultation purposes. Attachment of these staff can either be :
  - a. full time, part time or contract basis and at an agreed period, or
  - b. specific to project basis only
- 10.2 Other agencies intending to engage any Unimas staff for any project work should obtain a prior written consent from Unimas. The staff concerned is also required to apply for such engagement by filing the official application form "*Borang Permohonan Menjalankan Perkhidmatan*" available at their respective faculties and also at CTTC.
- 10.3 CCTC may allow outside agencies to employ consultants from Unimas for any project provided that CTTC did not participate in submitting its own tender/quotation for the same project. In such cases where CTTC bid and failed to procure this project, CTTC shall not permit any of their consultants to be engaged by other agencies that are successful in that same bidding.
- 10.4 The prospective Client shall submit to CTTC their project plan, complete with the names of the prospective staff all information as described below:
  - a. scope of work
  - b. time frame of work in term of 'man-week' or 'man-month'
  - c. duration of the project
  - d. professional fee and other relevant allowances
  - e. payment
  - f. other facilities

Absolute payment depends upon the agreement between all three parties, i.e. the consultant, client and Unimas (CTTC or the respective Faculty / Institute / Centre).

- 10.5 All payment whatsoever of Unimas staff engaged by outside agency must be paid directly to CTTC and which CTTC will thereafter pay to the staff concerned; less a deduction of 12% being professional fees of CTTC.
- 10.6 All attached or seconded staff must be given an official letter of appointment by the Client which must be presented through CTTC for their onward transmission to the staff concerned. The letter of appointment must detailed the scope of work, the agreed fees and other payment incentives. The letter must be submitted through and endorsed by CTTC and signed by the main consultant.
- 10.7 The Client must take positive steps to acquire an insurance policy for every staff attached or seconded to them for the whole duration of the project against accident and death. The Client is also required to get "Professional Indemnity" insurance for the staffs, either as individual or on a group basis.
- 10.8 The time period for any attachment shall not be more than one calendar year.
- 10.9 Consultants who are employed in this scheme shall abide by all the Rules and Regulations for Services of CTTC, Unimas.

## **11. GUIDELINES FOR PAYMENT OF SERVICES**

### **11.1 Per Diem**

Table 1: Per Diem rates by location

<b><u>Rate Per Day</u></b>	<b><u>Peninsula Malaysia</u></b>	<b><u>Sabah &amp; Sarawak</u></b>
Consultant (grade 48)	RM 240.00	RM280.00
Support staf (grade 17)	RM140.00	RM175.00

In the event that the negotiated Per Diem rate is higher than the rates stated in Table 1 above, then all Per Diem payment to staff concerned shall be based on the said rates as in Table 1. In the event that the negotiated Per Diem rate is lower than the rates stated in

Table 1, then that negotiated Per Diem rates shall be used as payment.

However, in the event that no agreement was formalized on the rates of Per Diem for Consultants, Associate Consultant and semi professional, then the rates for daily food allowance transport and lodging/accommodation shall be calculated based on the Current Treasurer Circular (*Pekeliling Perbendaharaan Semasa*).

## 11.2 Time period for entitlement of Per Diem

Table 2. : Per Diem rates for specific period

<b>Duration</b>	<b>Payment</b>
More than 24 hours	Full per diem
More than 8 hours but less than 24 hours	Half per diem

## 11.3 Training/Courses Services

For short courses, seminar, demonstration or lecture utilizing Unimas staffs, lecture hall, laboratory and other facilities, clients will be charge a fixed rate as follows:

### a. lectures or courses

Lecturers	RM75 – 250/hour
Assistant to Lecturer	RM50 – 100/hour

### b. demonstration

Lecturers	RM35/hour
Assistant to Lecturer	RM15/hour

## 11.4 Chemical Analysis

Charges for chemical analysis is inclusive of manpower, equipment and laboratory rental will be charged to the Client at a rate listed below:

<b>Staff</b>	<b>Per day (4hrs)</b>	<b>Per week (20hrs)</b>	<b>Per month (80hrs)</b>
Consultant	RM100	RM500	RM2000
Assistant	RM30	RM150	RM600
Clerical	RM20	RM80	RM300

### **11.5 Use of Research and Consultation Facilities**

The amount depends on the current rate as set by the respective faculties, institutes and centers. These facilities may include:

- a. lecture rooms
- b. audio-video equipments
- c. computer
- d. diving gear and accessories
- e. laboratory apparatus

### **11.6 Traveling claim**

All traveling claims using personal vehicle shall be based on the rate which has been fixed and as currently practiced by this university.

## **12. SPECIAL CONDITIONS**

- 12.1 The staff concerned shall carry out the Services with due diligence and efficiency and in conformity, with administrative and financial practices. Failure to comply with the Rules and Regulations of CTTC and the agreement with Client shall lead to actions being taken by the University's Disciplinary Committee.
- 12.2 The staff concerned shall comply with relevant policies, procedures and regulations of the CTTC at all times in the execution of their duties.
- 12.3 The staff concerned shall deliver all the Reports and Records to the CTTC upon completion of any project including any information stored in any computer, word processor computer or diskette or other device (whether electronic or otherwise). The Consultant, researcher or resource persons may retain a copy of such data for their own record but shall not use the same for purposes unrelated to the project without the prior written approval of the Director of CTTC. CTTC shall be entitled to make use of all Reports and Records for other projects without any charge or payments.
- 12.4 CTTC undertakes no responsibility in respect of any life, health, accident, travel and other insurance, which may be necessary or desirable neither for the Consultant, researcher and or resource persons associated with CTTC for the purpose of the project nor for such members of the family of any such person.

- 12.5 Notwithstanding any provision in this Rules and Regulations, CTTC may terminate after prior consultation with Client, University and the faculty concerned the services of the Consultant/researcher/resource persons at any time by giving a thirty (30) day notice and without assigning any reason and shall pay such charges due to the Consultant/researcher/resource persons up to the date of termination.
- 12.6 It is the responsibility of the Consultant/researcher/resource persons to notify in writing (at any point of time during any project) to CTTC of any findings and or problems that may affect the operation of the Project.
- 12.7 The Vice Chancellor and or the Chairman of the Board of Director, CTTC are empowered to amend this Rules and Regulations or part thereof where and when necessary.

### **13. ENFORCEMENT**

This Rules and Regulations, CTTC (amended) comes in force from 1<sup>st</sup> August 2002.



**APPLICATION FORM  
CONSULTATION SERVICES**

Centre for Technology Transfer and Consultancy  
Universiti Malaysia Sarawak  
94300 Kota Samarahan, Sarawak

*This form is to be filled and submitted to the Dean / Director of the Faculty / Institute together with the original letter of offer from the client for approval.*

**1. PERSONAL DATA**

Name and Salutation	
Position	
Program / Unit*	
Faculty / Institute / Centre*	
E.I.A. Consultant Number	NREB

*\*please delete accordingly*

**2. ACADEMIC RESPONSIBILITIES**

Course Code	Semester	Name of Course	No. of contact hrs per week

I would like to apply for an approval from this university to perform consultation services as detailed below.

**3. CONSULTATION ACTIVITIES**

Name of Client			
Address			
Contact Person			
Telephone / Fax			
Title of Consultation Project			
Service Period			
Service Location			
Rate of Payment	RM/hr	RM	Total hrs hrs
Total Payment	RM		

**4. DECLARATION BY THE CONSULTANT**

I hereby declared that all information in this application form is accurate. I pledge to abide by all the rules and regulations to the client and will perform my duties as expected.

Signature	Date
-----------	------

**5. VERIFICATION BY THE CLIENT**

We hereby confirmed that all matters declared by the Consultant are correct and we agree to pay the salary / allowance for the consultant directly to CTTC.

Name and Signature	Official Chop	Date
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**6. CONFIRMATION AND APPROVAL BY THE DEAN / DIRECTOR**

I hereby confirmed that all matters detailed here is correct and the current consultation activities of this staff will not affect his/her obligation to this faculty / institute.

Signature of Dean / Director	Official Chop	Date of Approval
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Copies of this form must be submitted to:

- Office of CTTC
- Office of Registrar
- Staff Personal File



## APPLICATION FORM TEACHING SERVICES

Centre for Technology Transfer and Consultancy  
Universiti Malaysia Sarawak  
94300 Kota Samarahan, Sarawak

*This form is to be filled and submitted to the Dean / Director of the Faculty / Institute together with the original letter of offer from the client for approval.*

### 1. PERSONAL DATA

Name and Salutation	
Position	
Program / Unit*	
Faculty / Institute / Centre*	
E.I.A. Consultant Number	NREB

*\*please delete accordingly*

### 2. ACADEMIC RESPONSIBILITIES

Course Code	Semester	Name of Course	No. of contact hrs per week

I would like to apply for an approval from this university to perform teaching services as detailed below.

### 3. TEACHING ACTIVITIES

Name of Client			
Address			
Contact Person			
Telephone / Fax			
Title of Teaching Project			
Service Period			
Service Location			
Rate of Payment	RM/hr	RM	Total hrs
Total Payment	RM		



**4. DECLARATION BY THE CONSULTANT**

I hereby declared that all information in this application form is accurate. I pledge to abide by all the rules and regulations to the client and will perform my duties as expected.

Signature	Date
-----------	------

**5. VERIFICATION BY THE CLIENT**

We hereby confirmed that all matters declared by the Consultant are correct and we agree to pay the salary / allowance for the consultant directly to CTTC.

Name and Signature	Official Chop	Date
--------------------	---------------	------

**6. CONFIRMATION AND APPROVAL BY THE DEAN / DIRECTOR**

I hereby confirmed that all matters detailed here is correct and the current teaching activities of this staff will not affect his/her obligation to this faculty / institute.

Signature of Dean / Director	Official Chop	Date of Approval
------------------------------	---------------	------------------

Copies of this form must be submitted to:

- Office of CTTC
- Office of Registrar
- Staff Personal File



**APPLICATION FORM  
RESEARCH SERVICES**

*Centre for Technology Transfer and Consultancy*  
Universiti Malaysia Sarawak  
94300 Kota Samarahan, Sarawak

*This form is to be filled and submitted to the Dean / Director of the Faculty / Institute together with the original letter of offer from the client for approval.*

**1. PERSONAL DATA**

Name and Salutation	
Position	
Program / Unit*	
Faculty / Institute / Centre*	
E.I.A. Consultant Number	NREB

*\*please delete accordingly*

**2. ACADEMIC RESPONSIBILITIES**

Course Code	Semester	Name of Course	No. of contact hrs per week

I would like to apply for an approval from this university to perform research services as detailed below.

**3. RESEARCH ACTIVITIES**

Name of Client			
Address			
Contact Person			
Telephone / Fax			
Title of Research Project			
Service Period			
Service Location			
Rate of Payment	RM/hr	RM	Total hrs hrs
Total Payment	RM		

**4. DECLARATION BY THE CONSULTANT**

I hereby declared that all information in this application form is accurate. I pledge to abide by all the rules and regulations to the client and will perform my duties as expected.

Signature	Date
-----------	------

**5. VERIFICATION BY THE CLIENT**

We hereby confirmed that all matters declared by the Consultant are correct and we agree to pay the salary / allowance for the consultant directly to CTTC.

Name and Signature	Official Chop	Date
--------------------	---------------	------

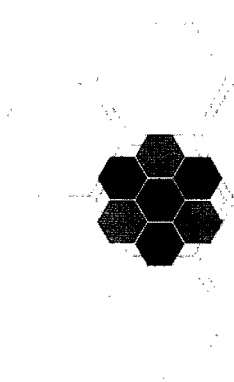
**6. CONFIRMATION AND APPROVAL BY THE DEAN / DIRECTOR**

I hereby confirmed that all matters detailed here is correct and the current research activities of this staff will not affect his/her obligation to this faculty / institute.

Signature of Dean / Director	Official Chop	Date of Approval
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Copies of this form must be submitted to:

- Office of CTTC
- Office of Registrar
- Staff Personal File



# **GARISPANDUAN DAN PERATURAN PERKHIDMATAN**

**Pusat  
Pemindahan  
Teknologi *dan*  
Perundingan**

Universiti Malaysia Sarawak  
94300 Kota Samarahan  
Sarawak

## **PIAGAM PELANGGAN**

### **Pusat Pemindahan Teknologi *dan* Perundingan**

Kami berjanji dan berusaha untuk sentiasa memberikan komitmen yang tinggi dalam memastikan:

- Khidmat sokongan penyelidikan, pentadbiran am dan kewangan bagi sebarang kerja perundingan dibuat dengan cekap, adil, saksama dan tanpa prasangka;
- Garispanduan dan peraturan kerja-kerja perundingan difahami dengan jelas dan tepat oleh pihak-pihak yang berkenaan;
- Semua urusan tuntutan pembayaran daripada Klien (bergantung kepada kehadiran bekerja staf berkaitan) akan diproses dan diselesaikan dalam tempoh 3 hari bekerja dengan mengambilkira ketepatan maklumat dan rekod yang disertakan.
- Semua urusan tuntutan pembayaran kepada Konsultan (bergantung kepada penerimaan pembayaran daripada Klien) akan diproses dan diselesaikan dalam tempoh 7 hari bekerja dengan memberi tumpuan kepada keberkesanan urusan-urusan berikut di CTTC iaitu:
  - Penyemakan akaun lejar, penyediaan baucer pembayaran dan cek diuruskan dalam tempoh 3 hari bekerja selepas arahan pembayaran diterima,
  - Penyemakan semula oleh Penolong Pendaftar dan pengesahan daripada Pengarah dalam tempoh 2 hari selepas cek disediakan,
  - Mengeluarkan makluman dan agihan kepada penerima bayaran dalam tempoh 2 hari selepas cek ditandatangani.

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## 1. PEROLEHAN DAN PELAKSANAAN

1.1 Pusat Pemindahan Teknologi dan Perundingan (PPTP) bertindak sebagai penggerak, fasilitator dan pengurus bagi projek-projek penyelidikan, pendidikan, perundingan dan perkhidmatan lainnya di dalam bidang-bidang seperti berikut:

**a) penyelidikan kontrak**

Penyelidikan kontrak diertikan sebagai sebarang kerja-kerja penyelidikan dan perkara yang berkaitan dengannya yang dijalankan oleh staf Unimas bagi pihak luar (pelanggan) yang mana skop dan tempohnya telah dipersetujui terlebih dahulu antara staf dan pihak terbabit dengan gaji semasa menjalankan kegiatan tersebut dibayar oleh pihak berkenaan berdasarkan peraturan seperti ditunjukkan dalam **Perkara 4.1**.

**b) pendidikan kontrak / kursus pendek**

Pendidikan kontrak diertikan sebagai sebarang kerja-kerja pendidikan/pengajaran dan perkara yang berkaitan dengannya yang dijalankan oleh staf Unimas bagi pihak luar (pelanggan) yang mana kursus, tajuk dan tempohnya telah dipersetujui terlebih dahulu antara staf dan pihak terbabit dengan gaji semasa menjalankan kegiatan tersebut dibayar oleh pihak berkenaan berdasarkan peraturan seperti ditunjukkan dalam **Perkara 4.2**.

**c) perundingan kontrak**

Perundingan kontrak diertikan sebagai sebarang kerja-kerja perundingan dan perkara yang berkaitan dengannya yang dijalankan oleh staf Unimas bagi pihak luar (pelanggan) yang mana skop dan tempohnya telah dipersetujui terlebih dahulu antara staf dan pihak terbabit dengan gaji semasa menjalankan kegiatan tersebut dibayar oleh pihak berkenaan berdasarkan peraturan seperti ditunjukkan dalam **Perkara 4.3**.

**d) lain-lain perkhidmatan kontrak**

**i) analisa bahan dan sampel**

Perkara ini melibatkan sebarang kerja yang berkaitan dengan penganalisan samada secara kimia, fizikal atau/dan biologikal ke atas mana-mana sampel yang dibekalkan oleh pelanggan yang mana pihak Unimas

sememangnya diakui mempunyai kepakaran dan kemudahan dalam menganalisa bahan tersebut berdasarkan peraturan seperti ditunjukkan dalam **Perkara 9.3.**

- ii) pengiktirafan oleh Unimas  
Unimas boleh memperakukan sesuatu produk, kursus atau metodologi berdasarkan kepakaran yang ada jika diminta oleh pihak pelanggan bagi menguatkan kesahihan tuntutan (claim) atau kenyataan (declare) berdasarkan peraturan seperti ditunjukkan dalam **Perkara 9.4.**

Jenis-jenis perkhidmatan kontrak yang lainnya boleh dibincang antara Unimas dan pelanggan dan jika pakar dalam bidang yang dikehendaki itu ada dan bertepatan dengan kehendak mereka, Jawatankuasa Kerja PPTP akan meneliti cadangan tersebut dan seterusnya memberi pertimbangan samada untuk menerima atau menolak permohonan berkaitan.

- 1.2 Pelanggan PPTP boleh terdiri dari individu, agensi atau institusi dalam dan luar kampus.
- 1.3 Semua tugas projek mestilah melalui PPTP walaupun projek berkenaan pada asalnya diperolehi oleh staf itu sendiri. Rundingan awal dengan pelanggan oleh mana-mana pegawai Unimas perlu dimaklumkan secara bertulis kepada PPTP sebelum perkhidmatan tersebut boleh dianggap sebagai cadangan perkhidmatan PPTP yang rasmi.
- 1.4 Kertas cadangan projek dan salinan kepada pelanggan mesti dikemukakan melalui PPTP. Ini bagi menentukan proposal atau Bidang Kerja (ToR) tersebut telah dibuat dengan sempurna dan tugas yang dilakukan untuk pelanggan berjalan dengan baik.
- 1.5 Perkhidmatan/projek hanya boleh dimulakan setelah:
  - a. mendapat kelulusan bertulis secara rasmi dari Pengarah PPTP;
  - b. menerima surat perlantikan rasmi dari Pelanggan, dan
  - c. memorandum perjanjian di antara Unimas dan pelanggan telah ditandatangani.



## 2 PENGLIBATAN STAF

- 2.1 Semua staf yang dilantik sebagai juruperunding atau pembantu perlu mendapat kelulusan bertulis daripada Dekan/Pengarah dari Fakulti, Institut, Pusat atau Bahagian masing-masing, atas prinsip bahawa kerja-kerja penyelidikan dan perundingan akan mengukuhkan keilmuan dan ketrampilan staf berkenaan dan tidak menjejaskan tugas hakikinya di Unimas. Jumlah masa yang dibenarkan bagi penglibatan staf dalam kerja perundingan adalah setara dengan **satu hari dalam seminggu**.
- 2.2 Perlantikan Penyelaras/Ketua Projek perlu mendapat perakuan Pengarah PPTP dan mengambilkira kewibawaan akademik dan profesional, beban kerja dan tugas staf berkenaan serta faktor-faktor lain yang relevan.
- 2.3 Dengan bantuan PPTP, Ketua Projek bertanggungjawab melaksanakan projek, mengawal mutu kerja, memastikan ketepatan jadual kerja, mengurus perbelanjaan projek dengan cekap dan menyimpan rekod kewangan yang sempurna.
- 2.4 Dalam keadaan di mana kepakaran yang diperlukan itu tiada di Unimas, staf dari agensi luar boleh dilibatkan sama dalam pasukan juruperunding Unimas setelah mendapat kebenaran bertulis daripada Ketua Jabatan staf berkenaan.
- 2.5 Penglibatan staf dalam projek perundingan adalah dianggap menjalankan tugas rasmi Universiti dan tertakluk sepenuhnya kepada semua peraturan perkhidmatan universiti.
- 2.6 Staf akademik yang bercuti sabatikal boleh melibatkan diri dalam projek perundingan tertakluk kepada peraturan dan keputusan Jawatankuasa Cuti Sabatikal.
- 2.7 Staf akademik yang sedang bercuti belajar hanya dibenar melibatkan diri dalam projek perundingan dengan persetujuan bertulis penyelia masing-masing.
- 2.8 Staf yang sedang menjalankan kerja perundingan untuk mana-mana projek boleh mengambil bahagian di dalam projek lain yang telah diluluskan oleh PPTP setelah mendapat kelulusan dari Dekan atau Pengarah dari Fakulti atau Institut yang terbabit.

### **3. PENTADBIRAN PROJEK**

- 3.1 Semua surat-menyurat berkaitan dengan penyelidikan yang dijalankan hendaklah disalinkan kepada PPTP.
- 3.2 PPTP akan memantau kemajuan semua kerja projek bagi memastikan semua tugas menepati bidang tugas, skop kerja dan tempoh masa dan untuk mengambil tindakan susulan ke atas sebarang permasalahan di dalam menjalankan tugas tersebut.
- 3.3 Sebarang pindaan kepada bidang tugas dan skop kerja perlu dibuat secara bersurat oleh pihak yang terlibat dan dimaklumkan kepada PPTP.
- 3.4 Ketua Projek bertanggungjawab memaklumkan dan menunjuksebab kepada PPTP sekiranya kelewatan dalam jadual kerja dijangka berlaku.
- 3.5 Pertukaran penyidik dalam mana-mana pasukan hendaklah dilaporkan secara bertulis kepada PPTP.
- 3.6 Sebarang jenis tuntutan yang hendak dihantar kepada PPTP hendaklah disahkan oleh Penyelaras atau Ketua Projek terlebih dahulu.
- 3.7 Permohonan pendahuluan hendaklah dikemukakan kepada Pengarah PPTP dalam tempoh selewat-lewatnya 10 hari bekerja. Semua jenis perbelanjaan yang telah didahulukan oleh penyidik boleh dituntut dari belanjawan projek tertakluk kepada bukti-bukti yang menunjukkan ianya telah dilakukan. Bukti-bukti yang merupakan resit untuk perbelanjaan tersebut mestilah disahkan oleh Ketua Projek dan dihantar kepada Pengarah PPTP bagi membolehkan tuntutan dibayar.
- 3.8 Semua peralatan dan bahan rujukan kegunaan projek yang dibeli menerusi peruntukan projek adalah merupakan hak Universiti. Peralatan tersebut hendaklah ditempatkan di PPTP untuk kegunaan mana-mana staf Universiti selepas tamat projek berkenaan. PPTP boleh menempat dan menyerahkan tugas pengawasan dan penyenggaraan peralatan berkenaan kepada Fakulti, Pusat, Institut dan Bahagian tertentu.
- 3.9 Laporan Kemajuan dan Laporan Akhir semua projek perundingan yang dilakukan oleh staf Unimas mestilah menggunakan mukadepan rasmi PPTP untuk keseragaman di dalam pelaksanaan sesuatu projek. Satu

salinan laporan akhir setiap projek mesti diserahkan kepada PPTP sebagai rujukan.

#### 4. SEBUTHARGA

##### 4.1 SEBUTHARGA BAGI PENYELIDIKAN KONTRAK

Sebutharga bagi setiap penyelidikan kontrak harus mengambil kira empat komponen berikut:

###### a) Gaji/Upah/Yuran Ikhtisas dan Separa Ikhtisas (*salary*)

- i. Gaji pokok semasa semua staf yang terlibat, didarab dengan *man-hours*, *man-days* atau *man-months*, seterusnya didarab dengan faktor 1.1 - 2.4.
- ii. Upah bagi khidmat sokongan oleh Pembantu Penyelidik, Pembantu Makmal, staf sokongan teknikal, Juruteknik Makmal/Studio, Pembantu Lapangan (termasuk enumerators) juga boleh berdasarkan kepada kadar tetap di antara RM75 - RM100/hari.
- iii. Penggajian/ yuran staf profesional dan separa-profesional dikira berdasarkan 8 jam/hari atau 22 hari/bulan atau 176 jam/bulan.
- iv. Setiap pembayaran gaji/upah/yuran ikhtisas adalah tertakluk kepada potongan bayaran yuran ikhtisas PPTP sebanyak 12%.
- v. Jumlah pembayaran gaji/upah/yuran ikhtisas adalah sebelum ditolak potongan cukai pendapatan. PPTP akan mengisytiharkannya kepada pihak berwajib.

###### b) Bayaran Asas (*Overhead*)

Bayaran ini merangkumi, tetapi tidak tertakluk kepada :

- i. gantian masa/penggajian oleh Unimas
- ii. masa persediaan, *mobilisation dan demobilisation*
- iii. penggunaan bekalan utiliti (termasuk telefon, faks dan internet)

Jumlah keseluruhan bayaran asas adalah 15% daripada jumlah bayaran gaji, upah, yuran ikhtisas dan separa ikhtisas sesuatu projek yang dibayar kepada PPTP.

**c) Bayaran Gantian (*out-of-pocket expenses/reimbursable*)**

Bayaran gantian adalah kos sebenar ke atas perbelanjaan seperti berikut:

- i. mencetak laporan
- ii. sewa kenderaan (darat, laut dan udara)
- iii. tambang perjalanan/tuntutan perbatuan
- iv. per diem yang merangkumi sewa/bayaran penginapan dan elaun makan staf yang terlibat semasa di lapangan
- v. tip dan upah perkhidmatan terkhusus di lapangan
- vi. bahan/barangan pakaihabis
- vii. pelbagai bayaran/sewaan/pembelian segera yang lain yang bernilai kurang daripada RM3,000.00 bagi keperluan projek (tertakluk kepada persetujuan pelanggan).

**d) Bayaran Hakmilik Intelek**

Sebarang agihan bayaran hakmilik intelek hanya akan dilaksanakan bagi kerja-kerja penyelidikan/perundingan yang dikomersilkan. Agihan kadar saguhati ditentukan berpandukan kepada **Pekeliling Perkhidmatan Bil. 5 Tahun 1999: Garispanduan Bagi Pengurusan Harta Intelek Yang Dimiliki Oleh Kerajaan Dan Agihan Saguhati Hasil Penyelidikan Yang Dikomersilkan Kepada Pegawai-Pegawai Awam.**

## **4.2 SEBUTHARGA BAGI PENDIDIKAN KONTRAK**

Sebutharga bagi setiap pendidikan kontrak atau kursus pendek harus juga mengambil kira empat komponen berikut:

**a) Elaun Syarahan, Tutoran, Penyeliaan Lapangan dan Penilaian**

- i. Kadar elaun syarahan:  
Program Diploma dan Sijil : RM150.00/jam  
Program Sarjana dan PhD : RM175.00/jam
- ii. Kadar elaun tutoran:  
50% dari kadar elaun syarahan
- iii. Kadar elaun lapangan pensyarah:  
RM25.00/jam dan tidak lebih dari RM200.00/hari
- iv. Kadar bayaran penilaian /peperiksaan:  
RM50.00 - RM150 per jam-kredit x bilangan pelajar.
- v. Setiap pembayaran elaun syarahan/tutoran/penyeliaan lapangan dan penilaian adalah tertakluk kepada potongan bayaran yuran ikhtisas PPTP sebanyak 12%.

- vi. Jumlah pembayaran elaun syarahan/tutoran/penyeliaan lapangan dan penilaian adalah sebelum ditolak potongan cukai pendapatan. PPTP akan mengisytiharkannya kepada pihak berwajib.

**b) Bayaran Asas (*overhead*)**

Bayaran ini merangkumi tetapi tidak terhad kepada :

- i. gantian masa/penggajian oleh Unimas
- ii. penyediaan modul kursus dan skrip penilaian/kuiz
- iii. masa persediaan, *mobilisation dan demobilisation*
- iv. penggunaan bekalan utiliti (termasuk telefon, faks dan internet)

Jumlah keseluruhan bayaran asas adalah 15% daripada jumlah bayaran gaji, upah, atau yuran ikhtisas dan separa ikhtisas sesuatu projek.

**c) Bayaran Gantian (*out-of-pocket expenses/reimbursable*)**

Bayaran gantian adalah kos sebenar ke atas perbelanjaan berikut:

- i. penghasilan bahan pengajaran (slaid, transparensi, dsb)
- ii. reprografi (termasuk mencetak bahan kursus dan kertas penilaian)
- iii. sewa ruang kuliah/tutorial, studio multimedia dan panggung
- iv. penggunaan peralatan/perkakas IT dan kejuruteraan
- v. penggunaan makmal, model dan kemudahan jaringan
- vi. sewa kenderaan
- vii. tambang perjalanan pensyarah (dalam dan luar Unimas)
- viii. per diem yang merangkumi sewa/bayaran penginapan dan elaun makan pensyarah yang terlibat
- ix. bahan/barangan pakaihabis

### 4.3 SEBUTHARGA BAGI PERUNDINGAN KONTRAK

Sebutharga bagi setiap perundingan kontrak harus mengambil kira komponen berikut:

#### a) Gaji/Upah/Yuran Ikhtisas dan Separa Ikhtisas (salary)

- i. Gaji pokok semasa semua staf yang terlibat, didarab dengan man-hours, man-days atau man-month, seterusnya didharab dengan faktor 1.1 – 2.4.
- ii. Upah bagi khidmat sokongan oleh Pembantu Penyelidik, Pembantu Makmal, staf sokongan teknikal, Juruteknik Makmal/Studio, Pembantu Lapangan (termasuk *enumerators*) juga boleh berdasarkan kepada kadar tetap di antara RM75 - RM100/hari.
- iii. Bagi maksud penggajian/ yuran di atas, perkiraan masa adalah berdasarkan 8 jam/hari atau 22 hari/bulan atau 176 jam/bulan.
- iv. Setiap pembayaran gaji/upah/yuran ikhtisas adalah tertakluk kepada potongan bayaran yuran ikhtisas PPTP sebanyak 12%.
- v. Jumlah pembayaran gaji/upah/yuran ikhtisas adalah sebelum ditolak potongan cukai pendapatan. PPTP akan mengisytiharkannya kepada pihak berwajib.

#### b) Bayaran Asas (overhead)

Bayaran ini merangkumi tetapi tidak terhad kepada :

- i. gantian masa/penggajian oleh Unimas
- ii. masa persediaan, *mobilisation dan demobilisation*
- iii. penggunaan bekalan utiliti (termasuk telefon, faks dan internet)

Jumlah keseluruhan bayaran asas adalah 15% daripada jumlah bayaran gaji/upah/yuran ikhtisas dan separa ikhtisas projek.

#### c) Bayaran Gantian

Bayaran gantian adalah kos sebenar ke atas perbelanjaan seperti berikut:

- i. mencetak laporan
- ii. sewa kenderaan (darat, laut dan udara)
- iii. tambang perjalanan/tuntutan perbatuan
- iv. per diem yang merangkumi sewa/bayaran penginapan dan elaun makan staf yang terlibat semasa di lapangan

- v. tip dan upah perkhidmatan khusus semasa berkerja di lapangan
- vi. bahan/barangan pakaihabis
- vii. pelbagai bayaran/sewaan/pembelian segera yang lain yang bernilai kurang dari RM3,000.00 bagi keperluan projek (tertakluk kepada persetujuan pelanggan).

## 5. PENDAFTARAN PROJEK

Bagi semua projek dan perkhidmatan di atas, Terma Rujukan (*Terms of Reference*) dan sebutharga harus terlebih dahulu diteliti, dipertimbang dan dipersetujui bersama, seboleh-bolehnya oleh ketiga-tiga pihak iaitu universiti, fakulti dan PPTP sebelum dimajukan kepada pelanggan. Setelah dipersetujui oleh pelanggan, projek/perkhidmatan tersebut akan diberi nombor pendaftaran rasmi dan salinannya akan dimajukan kepada pelanggan dan ketiga-tiga pihak di atas.

## 6. PEMBAYARAN

- 6.1 Kesemua pembayaran oleh pihak pelanggan atau pihak-pihak lain berkaitan dengan projek perlulah dibuat menggunakan cek berpaling kepada CTTC Unimas.
- 6.2 Sebagaimana yang digariskan oleh Perintah Am, 1993: *Perintah Am, Bab D, Peraturan-Peraturan Pegawai Awam (Kelakuan dan Tatatertib, 1993)*, semua perunding Unimas tidak dibenarkan menerima mana-mana pembayaran secara langsung dari pihak pelanggan.
- 6.3 Bayaran perkhidmatan kepada perunding akan dilakukan oleh PPTP setelah pembayaran diterima dari pihak pelanggan dan menolak apa-apa tanggungan berkaitan (seperti wang pendahuluan, tuntutan pembelian dan sebagainya).
- 6.4 Tertakluk kepada budibicara universiti, PPTP dan Dekan berkenaan, pembayaran wang pendahuluan dan upah/elaun/yuran iktisias bagi projek/perkhidmatan tertentu boleh dibayar mengikut kemajuan projek.
- 6.5 Pembayaran hanya dibuat ke atas item dan kadar yang diperuntukkan dalam cadangan kewangan projek mengikut versi/salinan yang telah

persetujuan oleh pelanggan dan/atau universiti). Sekiranya tiada kadar tertentu yang ditetapkan, kadar Pekeliling Perbendaharaan semasa akan digunakan bagi maksud pembayaran.

## 7. AGIHAN PENDAPATAN / TANGGUNGAN PROJEK

7.1 Setelah inbois terakhir projek/perkhidmatan di atas dijelaskan oleh pelanggan, pendapatan dari projek akan dibayar seperti berikut:

**a) Bayaran upah/yuran ikhtisas/gaji bagi projek penyelidikan kontrak dan perundingan**

Dibayar sepenuhnya kepada staf yang terlibat setelah ditolak bayaran yuran ikhtisas kepada universiti.

**b) Bayaran elaun syarahan/tutorial/penyeliaan/penilaian**

Dibayar sepenuhnya kepada staf yang terlibat setelah ditolak bayaran yuran ikhtisas kepada universiti.

**c) Bayaran Asas (*Overhead*)**

Pendapatan dari bayaran asas akan disimpan sebagai keuntungan untuk Universiti.

**d) Bayaran gantian (*Reimbursables*)**

Dibayar sepenuhnya kepada staf atau fakulti yang mengeluarkan pendahuluan.

7.2 Sekiranya berlaku kerugian, jumlah kerugian perlu dikongsi secara *pro rata* di kalangan setiap elemen kos dan agihan keuntungan yang disebutkan dalam peraturan ini.

## 8. PENAMATAN PROJEK

8.1 Setelah sesuatu projek itu ditamatkan, tuntutan bayaran bonus atau mana-mana tuntutan lain tidak akan dibenarkan kecuali pembayaran yang telah dibajetkan seperti di dalam Terma Rujukan (TOR) yang asal atau di dalam laporan kewangan.

8.2 Tiada pembayaran lebihan akan dibenarkan untuk Pengurus Projek, kecuali pembayaran yang telah dibajetkan seperti di dalam Terma Rujukan (TOR) yang asal atau di dalam laporan kewangan.



## 9. PENDAPATAN PROJEK / PERUNDINGAN

### 9.1 Saguhati Perolehan

Jawatankuasa Kerja PPTP boleh menimbang untuk menganugerahkan mana-mana individu atau mereka yang terlibat secara langsung dalam mendapatkan projek-projek baru sehingga membawa kepada perjanjian hakiki sesuatu kontrak layak menerima saguhati daripada PPTP dengan melalui kiraan seperti berikut:

<b>Nilai Projek (RM)</b>	<b>Saguhati</b>
Sehingga RM49,999	1%
RM50,000 – RM99,999	2%
RM100,000 – RM499,999	RM3,000
RM500,000 – RM999,999	RM6,000
RM1,000,000 – RM4,999,999	RM10,000
RM5,000,000 – RM10,000,000	RM25,000

### 9.2 Penjualan Bahan Karya

Keuntungan (dalam bentuk kewangan) yang diperolehi dari penjualan bahan yang dihasilkan oleh seseorang staf perunding dengan menggunakan masa, peralatan dan kemudahan universiti ini mestilah dibahagi di antara staf dan PPTP, pada kadar 70% untuk staf, 15% untuk PPTP dan 15% untuk fakulti / institut / pusat.

### 9.3 Analisa Bahan / Sampel

Kos untuk menjalankan sesuatu analisa bergantung kepada kadar yang telah ditetapkan dan boleh diperolehi dari sesebuah fakulti. Kos ini mungkin bertambah jika sesuatu sampel itu perlu diproses/disedia (*sample preparation*) sebelum dianalisa. Staf yang menjalankan analisa sampel akan dikenakan bayaran pada kadar tetap 15% bagi setiap sampel, pada harga yang telah dipersetujui di antara pelanggan, perunding dan PPTP. Laporan analisa ini mestilah dihantar kepada pelanggan melalui PPTP.

#### **9.4 Pengiktirafan oleh UNIMAS**

Jawatankuasa Kerja PPTP boleh diminta untuk menganalisa, menguji dan seterusnya mengiktiraf sesuatu produk, program/kursus atau metodologi oleh pihak luar bagi memperakui atau menguatkan kesahihan tuntutan (claim) mereka. Dalam hal ini, pihak universiti boleh mendapatkan bayaran samada dalam bentuk sekaligus atau ketika diperlukan setiap kali nama Unimas digunakan oleh pihak terbabit dalam mengiklankan barangan atau program akademik mereka. Dalam hal ini, pembayaran adalah dalam bentuk 90% adalah untuk Tabung Pengurusan PPTP dan 10% untuk Tabung Pengurusan Unimas.

#### **10. PENGGUNAAN STAF OLEH AGENSI LUAR**

- 10.1 Berdasarkan budibicara Naib Canselor, ada dua kaedah peminjaman kakitangan Universiti oleh agensi luar untuk kerja-kerja perundingan, iaitu:
  - a. pinjaman sepenuh masa, separuh masa atau secara kontrak untuk satu tempoh tertentu yang telah dipersetujui.
  - b. pinjaman untuk menjalankan dan berdasarkan projek-projek tertentu sahaja.
- 10.2 Agensi luar yang berhasrat untuk menggunakan staf Unimas dalam kerja-kerja perundingan mesti mendapatkan kelulusan bertulis dari pihak Unimas, begitu juga staf Unimas yang ingin berkhidmat untuk sesebuah agensi luar dengan menggunakan 'Borang Permohonan Menjalankan Perkhidmatan' yang boleh diperolehi dari PPTP.
- 10.3 PPTP boleh mempertimbangkan permohonan agensi luar dalam menggunakan khidmat staf Unimas untuk sesuatu projek tertentu hanya jika PPTP sendiri tidak mengambil bahagian dalam sebutharga projek tersebut. Bagaimanapun jika PPTP telah turut sama mengambil bahagian, dan telah gagal mendapatkan projek tersebut, PPTP tidak boleh memberi kebenaran kepada mana-mana staf Unimas untuk diambil sebagai perunding bagi agensi lain di dalam projek berkenaan.
- 10.4 Pihak pelanggan hendaklah mengemukakan kepada PPTP cadangan perundingan. Pelanggan boleh menetapkan terus nama atau nama-nama perunding yang diinginkan.

Maklumat yang terkandung dalam cadangan perundingan termasuklah:

- a. tugasan dan skop kerja
- b. tempoh masa bekerja samada dalam "man-month" atau "man-week"
- c. tempoh projek itu berlangsung
- d. yuran ikhtisas dan elaun
- e. penggajian
- f. lain-lain kemudahan.

Bayaran muktamad adalah tertakluk kepada persetujuan ketiga-tiga pihak iaitu perunding, pelanggan dan Unimas (PPTP atau Fakulti / Institut / Pusat yang terlibat).

- 10.5 Semua pembayaran staf ini mesti dibuat melalui PPTP dan pendapatan staf dari kerja-kerja luar seperti ini akan dikenakan potongan 12% oleh PPTP.
- 10.6 Setiap projek yang melibatkan individu/kumpulan ini hendaklah mempunyai surat perlantikan rasmi yang dianggap sebagai perjanjian di antara syarikat pelanggan dengan individu/kumpulan berkenaan. Surat perlantikan itu mestilah menjelaskan skop kerja, skema yuran yang dipersetujui dan skema ganjaran untuk perbelanjaan lain. Surat perlantikan perlu dihantar melalui PPTP untuk ditandatangani oleh individu/kumpulan yang terlibat dan pihak PPTP.
- 10.7 Pihak Pelanggan mestilah mengambilkira insuran kemalangan diri untuk individu/kumpulan di dalam skema yuran perkhidmatan yang meliputi tempoh menjalankan projek untuk pelanggan berkenaan. Pihak Pelanggan juga digalakkan untuk mengambil insuran "professional indemnity" yang secukupnya samada secara individu atau kumpulan.
- 10.8 Tempoh pinjaman kakitangan oleh agensi luar tidak boleh melebihi satu tahun secara berterusan.
- 10.9 Penglibatan setiap perunding dalam skema pinjaman ini adalah tertakluk kepada semua syarat, peraturan dan garis panduan lain yang termaktub di dalam Garis Panduan dan Peraturan Perkhidmatan Pusat Pemindahan Teknologi dan Perundingan, Unimas.

## 11. GARISPANDUAN PEMBAYARAN PERKHIDMATAN

### 11.1 Per Diem

Jadual 1: Kadar per diem berdasarkan lokasi

<u>Kadar sehari</u>	<u>Sem. Malaysia</u>	<u>Sabah &amp; Sarawak</u>
Perunding (gred 48)	240.00	RM280.00
Staf Sokongan (gred 17)	RM140.00	RM175.00

Jika kadar per diem yang ditawarkan oleh pelanggan lebih tinggi dari Jadual 1 di atas, semua bayaran per diem akan dibayar pada kadar yang ditetapkan di dalam jadual tersebut. Tetapi jika kadar per diem yang dipersetujui itu lebih rendah, maka kadar yang rendah itulah yang akan digunakan.

Di dalam keadaan di mana kadar per diem tidak disebut di dalam perjanjian asal, maka kadar elaun makan harian, pengangkutan dan lojing akan digunakan sebagai kiraan berdasarkan kepada arahan Pekeliling Perbendaharaan Semasa.

### 11.2 Tempoh masa kelayakan per diem

Jadual 2: Kadar per diem untuk tempoh tertentu

<u>Tempoh</u>	<u>Bayaran</u>
Melebihi 24 jam	Penuh per diem
Melebihi 8 jam tetapi kurang dari 24 jam	Separuh per diem

### 11.3 Perkhidmatan Penyelidikan / Perundingan

Bagi perunding yang menjalankan kursus pendek, seminar, demonstrasi atau kuliah yang menggunakan segala kemudahan di Unimas, kadar yang akan dikenakan adalah seperti berikut:

#### a. Kuliah / Kursus

Pensyarah RM75-250/jam

Pembantu RM50-100/jam

#### b. Demonstrasi

Pensyarah RM35/jam

Pembantu RMI5/jam

#### 11.4 Analisis Kimia

Kos menjalankan analisis kimia termasuk kos langsung seperti gunatena, sewa peralatan dan penggunaan bangunan. Berikut adalah jadual had masa serta kadar upahan yang dikenakan kepada pemiaya. Kos yang dinyatakan ini tidak termasuk kos bahan.

Kakitangan	Sehari (4 jam)	Seminggu (20 jam)	Sebulan (80 jam)
Perunding	RM100	RM500	RM2000
Pembantu	RM30	RM150	RM600
Perkeranian	RM20	RM80	RM300

#### 11.5 Penggunaan Kemudahan / Perkakasan Penyelidikan / Perundingan

Mengikut kadar semasa yang ditetapkan oleh Fakulti / Institut / Bahagian masing-masing.

Kemudahan/Peralatan-peralatan tersebut termasuk tetapi tidak terhad kepada :

- a. bilik kuliah
- b. alat pandang dengar
- c. komputer
- d. peralatan Menyelam
- e. peralatan Makmal

#### 11.6 Tuntutan Perjalanan

Semua tuntutan perjalanan menggunakan kenderaan sendiri adalah berdasarkan kepada kadar yang telah ditentukan dan amalan yang biasa digunakan di universiti ini.

### 12. PERUNTUKAN KHAS

- 12.1 Setiap perunding mestilah menjalankan tugas dengan baik dan berkesan dari segi pentadbiran dan perbelanjaan berdasarkan persetujuan yang terdapat di dalam dokumen perjanjian. Kegagalan mematuhi perjanjian ini menyebabkan tindakan boleh diambil dengan persetujuan Lembaga Pengurusan PPTP menurut peraturan-peraturan yang berkuatkuasa di Universiti.
- 12.2 Setiap perunding mesti mematuhi semua polisi, prosedur dan peraturan PPTP setiap waktu ketika menjalankan tugas.

- 12.3 Setelah sesuatu projek itu tamat, perunding yang terlibat akan menyerahkan semua laporan dan rekod penyelidikan termasuk semua maklumat yang disimpan di dalam komputer, disket dan sebagainya (samaada secara elektronik atau sebaliknya) kepada PPTP. Perunding atau staf berkenaan boleh menyimpan salinan data tersebut untuk kegunaan sendiri, tetapi penggunaan data ini selain dari yang berkaitan dengan projek tersebut hanya akan dibenarkan setelah mendapat kelulusan bertulis dari Pengarah PPTP. PPTP boleh menggunakan laporan dan data ini bagi kegunaan projek lain tanpa sebarang caj atau bayaran.
- 12.4 PPTP tidak akan bertanggungjawab ke atas sebarang kejadian yang tidak diingini seperti kematian, kemalangan, gangguan kesihatan dan mental, ataupun di dalam menyediakan insurans perjalanan dan yang lainnya, yang mungkin diperlukan oleh perunding, penyelidik atau staf yang terbabit dengan sesuatu projek.
- 12.5 Berdasarkan budibicara dan setelah berunding dengan pelanggan, universiti dan fakulti yang terlibat, PPTP boleh menamatkan khidmat seseorang perunding, penyelidik atau staf pada bila-bila masa dengan memberikan notis 30 hari tanpa sebarang sebab dan akan membayar gaji atau upah sehingga ke tarikh penamatan tersebut.
- 12.6 Setiap perunding, penyelidik atau staf terbabit bertanggungjawab dalam memaklumkan secara bertulis kepada PPTP tentang masalah atau penemuan baru yang mungkin wujud ketika menjalankan sesuatu projek atau penyelidikan.
- 12.7 Pengerusi Lembaga PPTP dan/atau Naib Canselor boleh membenarkan sebarang pengecualian daripada mana-mana bahagian di dalam peraturan ini jika difikirkan bersesuaian dengan masa dan/atau urusan.

### **13. PENGUATKUASAAN**

Garis panduan dan Peraturan PPTP (Pindaan) ini berkuatkuasa mulai 1 Ogos 2002.



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