

GUIDELINES FOR APPOINTMENT OF COUNSELLORS (w.e.f 2.04.2018)

**Objective**

To appoint ICSI Counsellors in each district / State/ Region of India even in the region/area where ICSI Regional Councils and Chapters are located, for conducting Career Awareness Programmes across India which will aid in increasing the Awareness about the CS Course, Professional opportunities and training requirements.

**APPOINTMENT OF ICSI COUNSELLOR**

1. Duly filled in Application Form (Proforma-A) for Appointment as ICSI Counsellor along with Declaration, photograph, copy of PAN Card and Adhaar Card / Passport / Voter ID / ICSI membership card/ any other document approved by the ICSI Secretariat and Curriculum Vitae should be submitted to the ICSI Secretariat.
2. If the applicant is in employment, he shall also submit NOC from his employer alongwith his application and ICSI shall not be responsible to the employer of the Counsellor for the same. (Application forms can be downloaded from ICSI Website or can be obtained from ICSI Secretariat).
3. In his application, candidate shall disclose similar arrangement / agreement, if any, entered by him with other Professional/Regulatory/Statutory body or organization.
4. Incomplete application shall be summarily rejected without assigning any reason or any notice to the candidate.
5. **Candidate appointed as ICSI Counsellor shall sign an Agreement (Format enclosed) containing detailed terms and conditions of appointment.**

**THE COUNSELLOR NEEDS TO UNDERTAKE THE FOLLOWING ACTIVITIES FROM TIME TO TIME:**

1. **Career Awareness Programmes:**

Career Awareness Programmes on “Career as a Company Secretary” to be conducted in Universities, Colleges, Schools, Professional Institutes for Students of 11th and above classes in schools and 1st, 2nd and 3rd year in Degree Colleges and Post Graduate Students.

1. Career Awareness Programme shall be exclusive for ICSI and shall not be clubbed/ linked with any other programme of association, Institution, Regulatory Body. However, Counsellor may conduct Career Awareness Programme with other Conference/ Seminar if such programme is having larger participation, subject to prior approval of ICSI Secretariat.
2. ICSI Counsellors would act as faculty / speakers for conducting Career Awareness Programmes in the assigned District (s)/ State/ Region. ICSI Counsellor should not conduct more than two Career Awareness Programmes in a day.
3. There should be minimum 50 number of participants per Career Awareness Programme.
4. ICSI Secretariat should approve the conducting of the Career Awareness Programmes by the ICSI Counsellors. Counsellors should take prior approval at least 7 working days before, for conducting Career Awareness Programmes by sending a filled in Proforma-C to ICSI Secretariat
5. ICSI Secretariat may clear the request of the Counsellor for conducting Career Awareness Programmes within 3 working days from the date of receipt of the request.
6. Counsellor should conduct minimum 20 Career Awareness Programmes in a year. The Counsellor shall not conduct more than 50 Career Awareness Programmes.
7. Within 24 hours after conduct of the Career Awareness Programme, ICSI Counsellor shall intimate ICSI Secretariat about the conduct of such Career Awareness Programme by sms/ email/ whatsapp or other electronic mode to the concerned ICSI Official as approved by the ICSI Secretariat from time to time.
8. ICSI Counsellor should submit the honorarium claim to ICSI Secretariat on monthly basis alongwith Report, attendance sheet in the specified proforma, at least 5 distinguished photos of Nos. of participants (Photograph to be taken to reflect all the participants of the programme with Counsellor addressing the gathering), Reflecting Banners of ICSI placed during Career Awareness Programmes, Photograph of Chief Guest (If any) addressing the gathering, Board/ fascia of the venue where the programme is being conducted, View of the premises to be submitted through e-mail and also hard copy of the same along with completion certificate obtained from concerned institutions on their letterhead.
9. **Student Registration Programme:**

The counselor shall guide students for registration and shall also clarify their doubts in person/ phone/ other electronic mode as approved by ICSI from time to time. The Counsellor should register at least 20 Students per quarter in CS Course.

1. **Registration of Students through in-person Counselling**: Counsellors should furnish details of Students who have been motivated and Counselled by ICSI Counsellor in-person. Counsellor should provide sufficient documentary evidence and filled in Undertaking from the student registered in CS Course.
2. **Registration of Students through Career Awareness Programme**: Registration of on an average 5 students per Career Awareness Programme. Counsellor will provide the list of Students registered through Career Awareness Programme indicating the details of Students in the attendance sheets of the Career Awareness Programmes conducted during the period
3. **Any other connected duty which ICSI may deem necessary**

ICSI may assign such duty to represent ICSI in any student / member related programme with prior intimation on such terms as mutually agreed, such as:

1. Career Exhibitions
2. Representation with regulatory / statutory body/ Registered Associations/ Chambers of Commerce etc.,
3. Writing & Editing of Articles, Editing of Books , journals, presenting research papers etc.,
4. Resource person for the Investor Awareness programmes.

# Educational Qualification

* A Member\* of the Institute (ACS/ FCS).
* HOD / Professors / Lecturer of Management, Commerce or Law.
* Teacher / Faculty at Schools/ Colleges.
* Any other professional or person of high reputation and experience of CS Profession who in the opinion of the TEFC is suitable for appointment as Counsellor.

***\*should not be an elected Member/ Member of the Managing Committee.***

**Skill sets required for Appointment of Counsellors:**

* should have proficiency in English or Hindi as a medium of instruction for the participants
* Should have proficiency in the Local Language of the district that he/ she is based in.
* should be willing to travel across the assigned district
* should have good presentation and communication skills
* should be competent enough to conduct presentation and registering companies for imparting training to CS Students
* Preference will be given to those candidates who are less than 65 years of age. The candidate should be comfortable with IT tools and should have their own laptops and Smartphone.
* District/ state / region will be allocated to the Counsellor as per the preference of Location (s) subject to availability. Decision of ICSI Secretariat will be final.

**TERMS AND CONDITIONS OF APPOINTMENT:**

1. The appointment of Counsellor will be for a period of “One Year” and shall automatically come to an end on the expiry of one year. ICSI shall have right to review / assess the performance of the Counsellor every six months.
2. The ICSI reserve the right and at its sole discretion to extend the agreement for further period of one year, on the same terms and conditions in writing, as per mutual understanding between the parties, if the performance of the Counselor is found satisfactory.
3. In case of renewal or extension of the agreement, it shall be renewed on 1st April every year as per Guidelines in place on instant date. At the time of renewal, the Counsellor must have registered 10 students in the last preceeding six months as on the date of Application.
4. Counsellors should submit Half Yearly performance report to ICSI Secretariat within 15 days of completion of the half year. ICSI Counsellors whose performance is not found satisfactory, his name shall be removed from the published list of Counsellors.
5. Counsellors applying afresh shall be on probation for a period of three months and have to register 10 students in that duration. Such candidates who are not able to attain the said targets in the initial three months shall be removed summarily from the published list of Counsellors.
6. The Counsellor shall not have any right or to claim extension and renewal of the agreement in any circumstances and decision of the ICSI shall be final and absolute.
7. ICSI Counsellor shall not be the employee / officer of the ICSI for any purpose. **The appointment of ICSI Counsellors shall be on yearly contractual basis, and this, in no case puts an obligation on the part of the ICSI for any kind of contractual / permanent employment of the Counsellor with the ICSI.**
8. ICSI Counsellor shall not have any right or claim against the ICSI, except the payment of **Honorarium** in accordance with these guidelines.
9. The Counsellor to disclose about the agreement(s) of similar nature, entered by him, if any with other Professional/Regulatory/Statutory body or organization.

**HONORARIUM DETAILS:**

* 1. Career Awareness Programme (CAP)

For each CAP, Payment will only be released on production of certificate (on letter head) duly signed by the Dean/Principal of the University/ College/School/, Professional Institute,. The certificate should mention the number of participants in the CAP.

* Honorarium will be released as per the following norms:
* Payment will be as per actuals to a maximum amount of Rs.3000/- (inclusive of all taxes) per Career Awareness Programme This is subject to registration of 5 Students on an average per Career Awareness programme and submission of Bills / Vouchers.
* For Honorarium purpose, more than one Career Awareness Programmes conducted at the same venue on the same date will be treated as a single Career awareness Programme.
* The amount paid for each Career Awareness Programmes includes all expenses pertaining to the conduct of Career Awareness Programmes like Photocopy Charges, Photography charges, Conveyance, Gift Items (If any) for the Principal of the concerned Institute and refreshments.
* Career Awareness Programme at the same venue may be conducted after a time gap of 6 months
* Bills and vouchers pertaining to Career Awareness Programmes should be submitted on monthly basis along with the attendance Sheet
* ICSI Counsellor should submit the photographs and/or video soon after conducting the Career Awareness Programme by email / Whatsapp or other electronic mode as approved by the ICSI from time to time.
* Reimbursement Claim for Career Awareness Programme will be released on submission of the following:
* Filled in Proforma-D.
* Report on the Career Awareness Programmes in the following format:

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Sl.**  **No.** | **Date**  **&**  **Time** | **Name of School/ College** | **Principal / HOD of Commerce Deptt.** | **Contact No. &**  **E-mail ID** | **Address of School / College** | **City** | **CS Member (s) / ICSI Officials Present**  **(If any)** | **Total No. of parti-**  **cipants** | **Details of Students Registered**  **(Mention Registration number of each Student)** | **Amount Claimed** |
| 1 |  |  |  |  |  |  |  |  |  |  |

* Attendance Sheet: Highlighting the Students registered in CS Course

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| --- | --- | --- | --- | --- | --- | --- |
| **Sl.**  **No.** | **Name of the participant** | **Father’s / Mother’s Name** | **Status**  **Student/ Teacher/Faculty/ Employee/ Businessman** | **Contact No.**  **(**Mobile number and/or landline number) | **E-mail ID** | **Signature** |
| **1.** |  |  |  |  |  |  |

* Bills and vouchers pertaining to each Career Awareness Programmes
* List of Students registered (minimum five students) through Career Awareness Programme for which Honorarium is claimed alongwith filled in proforma ‘F’
* 5 different Photographs of each Career Awareness Programme conducted, containing –

1. Nos. of participants (Photograph to be taken to reflect all the participants of the programme with Counsellor addressing the gathering).
2. Reflecting Banners of ICSI placed during Career Awareness Programmes.
3. Photograph of Chief Guest (If any) addressing the gathering.
4. Board/ fascia of the venue where the programme is being conducted
5. Views of the premises
   1. **Student Registration:**

* Honorarium will be released as per the following:

A consolidated amount of Rs. 500/- per registration will be paid as Honorarium against each student admitted through him/ her for Foundation Programme /Executive Programme (Only fresh registration to CS Foundation / Executive Programme will be considered).

* Counsellors will be reimbursed for the students registered during the currency of the agreement , which is valid from the date of appointment
* Honorarium claim should be submitted in Proforma-E
* Reimbursement Claim for Career Awareness Programme will be released on submission of the following:
* List of Students Registered in the following format

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Sl.**  **No.** | **Name of the Student registered** | **Father / Mother Name** | **Date** | **Programme**  **(CS Foundation / CS Executive Programme)** | **Registration No.** | **Contact No.**  **(**Mobile number and/or landline number) |
| 1 |  |  |  |  |  |  |

* Declaration of students in proforma ‘F’

**PUBLICITY MATERIAL:**

The publicity material for the Career Awareness Programmes will be provided by ICSI Secretariat as and when required.

**CODE OF CONDUCT:**

1. ICSI Counsellors shall, at all times, be fair, respectful and courteous to participants, fellow Counsellors, and employees of the Institute etc and other stakeholders.
2. ICSI Counsellors assumes responsibility and accountability for their individual judgments and actions.
3. ICSI Counsellors would by no means indulge in selling or promoting of any personal / specific investment instrument and would be completely objective and impartial in their approach while conducting the Career Awareness Programmes and registering students for CS Course.
4. ICSI Counsellor would not make any personal monetary profit by way of publishing/selling/distributing the training material/literature/presentations other than provided by ICSI during the Career Awareness Programmes / or during any other activity as ICSI Counsellors.
5. Data of Students / participants obtained during Career Awareness Programmes should not be shared for any marketing activity / monetary benefit.
6. The material provided to ICSI Counsellors is copyright of ICSI and should be used for the purpose of ICSI activities only.
7. Furnishing information / vouchers of the expenses incurred to the Institute whenever called for.
8. Under no circumstances service charges / commission be levied on the students/participants for the services rendered.
9. The ICSI Counsellor will by no means or under any circumstance shall not interact or publish any matter as a spokesperson on behalf of ICSI in the Media (Print, Electronic and Social media or any other platform) or hire Media / Advertising Agency on behalf of ICSI for self-propagation.
10. Canvassing for Elections (Political or Corporate bodies/ or for any other forum) in any form as ICSI Counsellor is strictly prohibited.
11. ICSI Counsellor should inform in writing to the concerned Regional Councils and Chapters and Headquarters if contesting any election at any forum.
12. The Counsellor shall not involve in such act which are unbecoming from a Counsellor.
13. ICSI shall not be responsible for any act / misdeed done by the counselor in performance of his duties or any mishap happens to him during the course of performance of his contractual obligations. The counselor shall not have any right to claim from the ICSI on this account.

**TERMINATION**

* Both ICSI as well as ICSI Counsellor shall have right to terminate the Agreement without assigning any reason by giving one month notice in writing to the other party.
* The ICSI without prejudice to any other remedy, reserves the right to terminate the agreement in whole or in part by giving one week notice in writing in case Counsellor fails to discharge its obligation under this agreement without sufficient grounds or found guilty for breach of condition(s) of these guidelines and / or the agreement, non – adherence of directions issued by the ICSI, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct.
* Any pending or unresolved operational issues, performance, unpaid fees and any other remedies shall continue by the Counsellor during the period of termination notice and the same must be satisfied before this agreement is terminated. The ICSI may also put in place any other Counsellor for carrying out the remaining work.
* The Counsellor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have been derived from the performance of this agreement in full, but which he did not derive in consequences of the full performance of the agreement not having been carried out, nor shall he have any claim for compensation / damage for the loss suffered by him by reason of termination of agreement by the ICSI.
* On termination of the agreement, the Counsellor shall surrender all the material and document provided by the ICSI with declaration.
* The appointment of ICSI Counsellors is on honorarium basis, and this in no case puts an obligation on the part of ICSI for any contractual / permanent employment of the Counsellor with the ICSI.

**POWER OF THE ICSI**

* 1. Any alteration or modification or waiver in connection with this agreement will not be effective unless made in writing and signed by both the parties and approved by the ICSI Secretariat.
  2. Nothing in this agreement, shall take away the right of the ICSI Secretariat to exercise such powers to its sole direction to remove practical difficulties and to grant exemptions, waivers and any sort of deviation from the agreement for performance of this agreement.
  3. ICSI shall reserve right to verify / audit the Career Awareness Programmes / student registration / registration of companies of imparting training/ any other approved ICSI activities by personal visits / telephonic enquiry / any other mode as deemed fit by the ICSI.
  4. Violation of any provision of these guidelines by the ICSI **Counsellor who is also a member of ICSI, may amount to Professional Misconduct under clause (1) of Part II of Second Schedule of Company Secretaries Act, 1980 for which ICSI may initiate action against the member.**
  5. Non-adherence of any directions issued by the ICSI in pursuant of these guidelines, by the ICSI **Counsellor who is also a member of ICSI, would amount to Professional Misconduct under clause (2) of Part III of First Schedule of Company Secretaries Act, 1980 for which ICSI may initiate actions against the member.**
  6. The ICSI shall have right to blacklist the Counsellor by giving notice in writing for any period the ICSI deems fit, in case Counsellor fails to discharge its obligation under this agreement without sufficient grounds or found guilty for breach of these guidelines and / or condition(s) of the agreement, non – adherence of directions issued by the ICSI, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or unbecoming behavior, actions, misdeeds or any other type of misconduct.

Information about the appointment on ICSI Website:

* Particulars of the counsellors will also be posted on the Institute’s website
* Identity card will be issued by the ICSI Secretariat
* Visiting Cards will be provided on request basis.
* Guidelines for Appointment of Counsellors will be uploaded on ICSI Website.