



INDIAN INSTITUTE OF TECHNOLOGY ROORKEE
SPONSORED RESEARCH & INDUSTRIAL CONSULTANCY OFFICE
Tel: 01332-285818, 01332-285561
Email: consultancy@srhc.iitr.ac.in , arsrhc@iitr.ac.in

STANDARD TERMS AND CONDITIONS OF CONTRACT FOR CONSULTANCY PROJECTS

Title of the Consultancy Job/Project:

Name & Address of the Client:

Name and Department/Centre of the Principal Investigator(PI):

The Institute through the Principal Investigator(PI)/Co-Principal Investigator(Co-PI) will plan the Project in consultation with the Client. These terms and conditions govern projects for the development of products, processes, field studies, model studies, calculations, economic and technical consulting and other forms of project of specific interest to the client. The conditions are binding unless otherwise agreed upon in a separate signed document.

1. **DECLARATION:** All work undertaken by the Principal Investigator(PI)/Co-Principal Investigator(Co-PI) at IIT Roorkee as part of the project will be in good faith and based on material/data/other relevant information given by the client requesting for the work. The Client will provide the details of project already executed/ongoing by different PIs of IIT Roorkee and will give an undertaking that the project under consideration has not been executed by any other PI of any other department in IIT Roorkee.
2. **RESPONSIBILITY / LIABILITY:** The Institute through PI/Co-PI undertakes to carry out the project as conscientiously as conditions allow, but accepts no economic responsibility whatsoever, should the work not lead to expected results. IIT Roorkee shall not be held liable for any loss, damage, delay or failure of performance, resulting directly or indirectly from any cause, which is beyond its reasonable control (Force Majeure). The liability of IIT Roorkee shall be limited to the funds received for the project.
3. **DISCRETION:** The Institute through PI/Co-PI undertakes to handle with discretion reports, results, the identity of the client and all material specifically treated/marked confidential which the client places at the disposal of the PI/Co-PI in connection with the project at IIT Roorkee, subject to Right to Information rules/regulations.
4. **SUB-CONTRACTING:** The Institute reserves the right to allow any work in connection with the project, experimental or otherwise, to be carried out by a third party as per Institute norms and procedures, provided this does not result in the danger of information of a confidential nature coming into the hands of unauthorized persons.
5. **RESULT OF THE PROJECT:** The result of all work done at the Institute by the PI/Co-PI in connection with the project, incorporated in written reports shall remain the property of the Client. Results arrived at with little or no involvement on the part of the client are available free of charge for the Client's own use. However, the PI/Co-PI/Institute reserves the right to use such results in connection with activities outside the scope of the project. If the Client consists of several individuals, all questions of Client, rights between the Clients must be settled between such individuals, and are of no concern to the PI/Co-PI/Institute. Unless otherwise agreed, all reports are to be sent to the Client. The PI/Co-PI/Institute has the right to retain a copy.

6. **INTELLECTUAL PROPERTY RIGHTS:** All rights pertaining to any intellectual property generated/created/invented in the due course of the project, will be the joint property of IIT Roorkee and the Client. Terms and Conditions regarding transferring/assigning/selling these rights to the Client shall be governed by a separate written agreement if required.
7. **PUBLISHING THE RESULTS/OUTCOME OF THE CONSULTANCY:** The results/outcome of the consultancy shall not be exploited by the Client organization for its business interests by using IIT Roorkee's name/logo through press advertisement/publicity material or in any other manner. Manuscripts of academic papers, brochures, advertisements or other form of published material which refer to or quote the proprietary results of the project shall be vetted by both parties before publication.
8. **COMMUNICATION OF RESULTS TO A THIRD PARTY:** The PI/Co-PI may not, without the written agreement of the Client, communicate the results of the project to a third party. The Client shall arrange the necessary written agreement of all parties on the Client's side who may have publication rights with respect to the project.
9. **PROJECTS FOR OTHER CLIENTS :** The Institute may undertake other projects in the same field provided - to the best of its knowledge and belief- there exists no danger of information of a confidential nature coming into hands of a third party.
10. **APPARATUS:** Instruments and/or equipment obtained in connection with the project and charged to the client remain the property of IIT Roorkee, unless otherwise it is specifically agreed to by the Institute.
11. **TERMINATION OF THE PROJECT:** The Client has a right to terminate the project at any time, but shall be liable for all reasonable expenses incurred in connection with halting work already in progress according to the agreed work programme. The decision of IIT Roorkee shall be final as far as reasonableness of expenses is concerned. The Institute has also the right to terminate the project at any time except where otherwise agreed upon. The Client in this case will not be liable for any expenses incurred after the termination.
12. **PAYMENT:** The payment of consultation charges to IIT Roorkee are to be made in advance and in full before the start of the project, through the bank transfer. The charges will also include any applicable tax as prescribed by the Government of India/State Government(s)/any other statutory body, from time to time.
13. **DISPUTES:** In the event of any dispute or difference between the parties hereto, such dispute or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to a sole arbitrator to be nominated by the Director of the Institute for a reasoned Award. The seat of Arbitration shall be within the campus of IIT Roorkee and the language of arbitration shall be English. The Award of the arbitrator shall be binding on the parties to the dispute.
14. **DISCLAIMER:** The report on the consultancy project is the technical opinion of the PI/Co-PI based on his/their expertise in the particular area of research and in no way reflects the view(s) of IIT Roorkee. IIT Roorkee is not responsible for the accuracy or completeness of the report and the role of the Institute is limited to providing administrative support to the project.
15. **GOODS AND SERVICES TAX:** As Per GST Act 2017, the Goods and Services Tax will be levied on total consultancy charges and this amount is to be borne by the Client (The applicable GST is @ 18% w.e.f. 01.07.2017).

Date: _____

Name & Signature of Principal Investigator

Name & Signature of Client

Place: _____

(with office seal)

(with office seal)