



PROJECT NO.
<i>For Office Use Only</i>

Consultancy Assignment Proposal and Agreement Form PART-A

TITLE OF THE CONSULTANCY *(Kindly fill in BLOCK letters)*

CONSULTANT INCHARGE

Name: _____ Designation: _____
 Department/Centre: _____
 Telephone: Direct: _____ EPABX: Extn _____ Email: _____

EXPECTED TIME SCHEDULE

Duration: Years Months Weeks Starting Date: _____

CLIENT DETAILS *(Kindly fill in BLOCK letters)*

Firm's Name: _____
 Address: _____
 City: _____ Pin: _____
 Ph. _____ Ext. _____ Fax _____ Email _____

Contact Person's Name: _____
 Designation: _____

TOTAL CHARGES AND PAYMENT DETAILS

Mode of Payment: → ① By Cheque ① By Draft ① Telegraphic Transfer
 Currency: → ① Indian Rupees ① Foreign → Country: _____ Currency: _____
 Payment enclosed: → ① Full Payment ① Part Payment

Total Value <i>(in figures)</i>	Total Value <i>(in words)</i>	Bank's Name and Branch
DD/Cheque No.	DD/Cheque Amount	DD/Cheque Date

SCOPE OF THE CONSULTANCY *(attach separate sheet, if necessary)*

Consultancy Type(Please ✓)	Client Type (Please ✓)
①Product Development <input type="checkbox"/>	①Private Sector <input type="checkbox"/>
①Process Development <input type="checkbox"/>	①Govt. Sector <input type="checkbox"/>
①Checking of Design <input type="checkbox"/>	①Public Sector <input type="checkbox"/>
①Checking of Analysis <input type="checkbox"/>	①Funding Agency <input type="checkbox"/>
①Report Writing Evaluation <input type="checkbox"/>	①Foreign Organisation <input type="checkbox"/>
①Advice <input type="checkbox"/>	①Other(Please Specify) <input type="checkbox"/>
①Testing & Interpretation <input type="checkbox"/>	

AGREEMENT BETWEEN CLIENT AND CONSULTANT

This agreement is subject to the Standard Terms and Conditions contained herein(overleaf) for undertaking consultancy projects at IIT Bhubaneswar. The Consultant Incharge(s) certify that these terms and conditions have been made known to the client organization and it has agreed to adhere to the same.

Signature of the Consultant In-charges
Date: _____

Signature of the Client
Date: _____

PART – B

DETAILS OF THE CONSULTANT INCHARGE AND CO-CONSULTANT INCHARGE(S)

Employee's Name and Code	Designation	Dept/Centre	Signature
CI:			
Co-CI:			
Co-CI:			
Co-CI:			

BREAK UP OF TOTAL CHARGES

	Budget Head Description	Approximate Amount (Rs.)
(I)	EXPENSES Recurring/Non-Recurring (Salary/Cost of Labour, Honorarium to Staff/Outside Consultants, Travel, Contingency, Consumables, Equipments, Materials, etc.)	
(II)	FEE FOR SCIENTIFIC & TECHNICAL ADVICE	
(III)	INSTITUTE OVERHEAD CHARGES	
(IV)	TOTAL CHARGES (I+II+III)	
(V)	SERVICE TAX @ 12.36% OF IV(Total Charges)	
(VI)	GROSS AMOUNT (IV+V)	

Signature of HoS

Signature of the Consultant Incharge

Date:

EPABX:

Mobile:

FOR OFFICE USE ONLY

STANDARD TERMS AND CONDITIONS OF CONTRACT FOR CONSULTANCY

Title of the Consultancy Job:

Name & Address of the Client:

Name and Dept./Centre of the Consultant Incharge:

These terms and conditions are to cover 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. **PROJECT PLANNING:** The Institute shall, together with the client, prepare work plan and budget for the project or parts of the project wherever the project size or subject makes this necessary. This plan shall normally be accepted by the Client before commencement of the work on the project. The Institute shall supply information regarding the progress of the project at any time at the Client's request. The Client may with the agreement of the Institute, follow the progress of the project personally, or through a third party named by the Client. The Institute and the Client shall agree on the form and frequency of formal reports concerning the progress and the result of the project.
2. **RESPONSIBILITY:** The Institute undertakes to carry out the project as conscientiously as conditions allow, but accepts no economic responsibility should the work not lead to expected results. The Institute accepts the project on condition that the Client renounces all right to claim damages for losses sustained directly or indirectly in consequence of the work done by the Institute.
3. **DISCRETION:** The Institute undertakes to handle with discretion reports, results, the identity of the Client and all material which the client places at the disposal of the Institute in connection with the project.
4. **SUB-CONTRACTING:** The Institute reserves the right to allow any work, experimental or otherwise to be carried out by a third party 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 results of all work done at the Institute by the Institute in connection with the project, incorporated in written reports in accordance with paragraph 1, 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 Institute reserves the right to use such results in connection with activities outside the scope of the project. Inventions are covered in paragraph 6. 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 Institute. Unless otherwise agreed, all reports are to be sent to the Client in triplicate. The Institute has the right to retain a copy.

6. **INVENTIONS:** All reports of Institute on the project are the property of the Client. This includes patentable inventions while working on the project.
7. **PUBLISHING THE RESULTS/OUTCOME OF THE CONSULTANCY:** The results/outcome of the consultancy must not be exploited by the Client organization for its business interests by using IIT Bhubaneswar'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 Institute 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 normally undertake other projects in the same field provided – to the best of the Institute's knowledge and belief – there exists no danger of information of a confidential nature coming into hands of a third party. Any agreement to restrict the Institute from undertaking similar projects during or after the life of the project, shall be covered by a separate contract.
10. **APPARATUS:** Instruments and/or equipment obtained in connection with the project and charged to the client remain the property of IIT Bhubaneswar.
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 Institute has also the right to terminate the project with three months' notice except where otherwise agreed upon. The Client in this case will not be liable for any expenses incurred after the period of notice.
12. **NORMAT TERMS OF PAYMENT:** The payment of the Institute charges for the consultancy projects are required to be deposited in full(unless otherwise it is specially agreed by the Institute) before the start of the work, through a crossed bank draft/ cheque(Bank drafts in the case of private organization and by draft/cheque for others). **The draft/ cheque is to be arawn in favour of "SRIC IIT Bhubaneswar" and sent either to the Consultant or the Dean, Sponsored Research & Industrial Consultancy.**
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 an outside arbitrator to be nominated by the Director of the Institute for a reasoned Award. The Award of the arbitrator shall be binding on the parties to the dispute.
14. **SERVICE TAX:** As per Service Tax Act of G.O.I., the service tax plus education cess @**12.36%** will be levied on total consultancy charges and this amount is to be borne by the Client organization.

	_____	_____
Date: _____	Name & Signature of Consultant In charge	Name & Signature of Client
Place: _____	(with office seal)	(with office seal)