



भारतीय प्रौद्योगिकी संस्थान रोपड़
INDIAN INSTITUTE OF TECHNOLOGY ROPAR
Rupnagar - 140 001, Punjab

**CONSULTANCY ASSIGNMENT PROPOSAL / AGREEMENT FORM
[PART-A]**

TITLE OF THE CONSULTANCY PROJECT (Kindly fill in BLOCK letters):

CONSULTANT INCHARGE:

Name: _____
Department /Centre: _____ Designation: _____
Phone: _____ Email: _____

EXPECTED TIME SCHEDULE:

Duration: Years _____ Months _____ Weeks _____ Starting Date*: _____

CLIENT DETAILS (Kindly fill in BLOCKS):

Firm's Name: _____ Contact Person's Name: _____
Address: _____ Designation: _____
City _____
Phone _____ Ext. _____ Fax _____ Email _____

TOTAL CHARGES AND PAYMENT DETAILS:

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

Total Value (in figures) _____ Total Value (in words) _____

Banks Name and Branch: _____

DD/Cheque No.	DD/ Cheque Amount	DD/Cheque Date

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

(i) Objectives: _____

(ii) Deliverable (with timeline): _____

AGREEMENT BETWEEN CLIENT AND CONSULTANT:

The signed agreement (attach as *Annexure – I* to this form) is mandatory for undertaking consultancy projects.

(Signature of the consultant in-charge with date)

PART – B
(Not to be communicated to the Client)

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

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

TYPE OF CONSULTANCY (Please any one of the following)

Type I: Consultancy work without use of laboratory facilities = **20%**

Type II: Consultancy work involving use of laboratory facilities = **30%**

Type III: Departmental Consultancy Projects (with & without use of lab facilities) = **40%**

*** In case of doubt Head of the Dept. /Centre will & Dean IRD will decide the classification in consultation with the CI and the concerned Head of the Dept. /Centre.*

TYPE OF THE CLIENT ORGANISATION

(Please tick any one of the following)

☐ Private Sector

☐ Public Sector

☐ Govt. Sector

☐ Foreign Organisation

TENTATIVE BREAK UP OF TOTAL CHARGES

	Budget Head Description	Amount (Rs.)
(I)	EXPENSES <i>Recurring/Non-Recurring (Salary/Cost of Labour, Honorarium to Staff/Outside Consultants, Travel, Contingency, Consumables, Equipment, Materials, etc.)</i>	
(II)	FEE FOR SCIENTIFIC & TECHNICAL ADVICE	
(III)	INSTITUTE CHARGES (Type I: 20% , Type II: 30% & Type III: 40%)	
(IV)	TOTAL CHARGES (I+II+III)	
(V)	GOODS & SERVICE TAX @ 18% of IV(Total Charges)*	
(VI)	GROSS AMOUNT (IV+V+VI)	

Time budget of ongoing projects/ consultancy

Sr. No.	No. of on-going Consultancy / Project		Organization (Duration)	% of total time spend on-going projects		Expected time to be spend on the proposed consultancy in (%)
	No. Consultancy Projects	No. Sponsored Projects		% Consultancy Projects	% Sponsored Projects	

** Please attached annexure for more details*

Forwarded by:

Signature of the consultant in-charge

Signature of the HoD

DEAN (R&D)



AGREEMENT BETWEEN CONSULTANT AND CLIENT/CONTRACTOR FOR CONSULTANCY PROJECTS

1. Title of the Consultancy Job: _____

2. Legal Name & Address of the Client (Required for issue of tax invoice): _____

3. GST Number of the Client (Please attach a certificate): _____

4. TAN Number (Please attach a certificate): _____

5. PAN Number (Please attach a certificate): _____

6. Name and Dept. /Centre of the Consultant Incharge: _____

The Institute through the CI/Co-CI 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 Consultant Incharge (CI)/Co-Consultant Incharge (Co-CI) at IIT Ropar 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.
2. **RESPONSIBILITY/LIABILITY:** The Institute through CI/Co-CI 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 Ropar 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 Ropar shall be limited to the funds received for the project.
3. **DISCRETION:** The Institute through CI/Co-CI 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 CI/Co-CI in connection with the project at IIT Ropar, subject to Right to Information rules/regulations.
4. **SUB-CONTRACTING:** Subcontracting will be as per the GOI norms.
5. **RESULT OF THE PROJECT:** The results of all work done at the Institute by the CI/Co-CI 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 CI/Co-CI/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 CI/Co-CI/Institute. Unless otherwise agreed, all reports are to be sent to the Client. The CI/Co-CI/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 Ropar 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 Ropar'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 CI/Co-CI 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 Ropar, 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 Ropar shall be final as far as reasonableness of the 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 Ropar are to be made in advance and in full before the start of the project, through a demand draft/crossed valid cheque drawn in favour of the Registrar, IIT Ropar and sent to the Consultant. The charges will also include any applicable tax as prescribed by the Government of India or the Government of Punjab (or 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 Ropar 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 CI/Co-CI based on his/their expertise in the particular area of research and in no way reflects the view(s) of IIT Ropar. IIT Ropar 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. **Purchase:** All purchases will be in accordance with the relevant rules and regulations of the Government and approved by the Board of Governors of IIT Ropar.
16. **GOODS & SERVICE TAX:** As per Goods and Service Tax, the GST will be levied on total consultancy charges and this amount is to be borne by the Client (The GST applicable is 18%).

16. **ANY OTHER CLAUSE:**

Date: _____ Name & Signature of Consultant Incharge

Name & Signature of Client

Place: _____ (with office seal)

(with office seal)