


## Consultancy Assignment Proposal and Agreement Form

### PART-A

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


#### CONSULTANT INCHARGE:

Name: \_\_\_\_\_  
Department/Centre: \_\_\_\_\_ Designation: \_\_\_\_\_  
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: → ☐ By Cheque ☐ By Draft ☐ Telegraphic Transfer  
Currency: → ☐ Indian Rupees : \_\_\_\_\_ Currency: \_\_\_\_\_  
Payment enclosed: → ☐ Full Payment ☐ 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)*

#### AGREEMENT BETWEEN CLIENT AND CONSULTANT

This agreement is subject to the Standard Terms and Conditions (Annexure) for undertaking consultancy projects at IIT Ropar. Signatures of the client may be obtained and submitted on the Standard Terms & Conditions to acknowledge that he/she has gone through these and agrees to be bound by them.

Signature of the Consultant Incharge

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:			
Co-CI:			
Co-CI:			

**TYPE OF CONSULTANCY** (*Please any one of the following*)

**Type I:** Consultancy Work without use of laboratory facilities.

**Type II:** Consultancy work involving use of laboratory facilities.

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

*\*\* 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 any one of the following*)

Private Sector

Public Sector

Govt. Sector

Foreign Organisation

**TENTATIVE BREAK UP OF TOTAL CHARGES**

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

\*GST as applicable, presently 18%

**Forwarded by:**

\_\_\_\_\_  
Signature of HoD

\_\_\_\_\_  
Signature of the Consultant Incharge

Date:

EPABX:

Mobile:

FOR OFFICE USE ONLY

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## **ANNEXURE FOR CONSULTANCY FORM**

**Indian Institute of Technology Ropar  
Nangal Road, Rupnagar-140001 (Punjab)**

### **STANDARD TERMS AND CONDITIONS OF CONTRACT FOR CONSULTANCY**

**Title of the Consultancy Job:**

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**Name & Address of the Client:**

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**Name and Dept./Centre of the Consultant Incharge:**

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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:** 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 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. **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)