

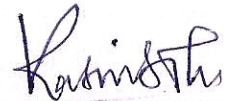
Office Memorandum

**Subject: Revised norms for Consultancy Jobs to be undertaken at the Institute.**

The Board of Governors vide Resolution No. BG/08/2009 had approved the Modifications in Categorization of Sponsored Research Projects and Consultancy Jobs, Distribution of Institute's Overheads and related Matters. However, the implementation of the revised norms for Consultancy Jobs was under process. The Competent Authority has now approved the implementation of these revised norms including Modifications in Consultancy Assignment Proposal and Agreement Form (Ref. Form No. IRD/E-2) and the Standard Terms and Conditions of Contract of Consultancy to be undertaken at the Institute. A copy of the same is attached for information.

The implementation of these revised rules will be effective from 1/12/2011. However, if the Consultant Incahrge(s) desire to undertake Consultancy Jobs on these revised norms prior to 1/12/2011, that may also be accepted by IRD Unit.

This has the approval of the Competent Authority.



(V.K. Vashistha)  
Assistant Registrar IRD

DISTRIBUTION

1. All Heads of the Deptts./Centres :

With a request to kindly circulate the above decision among all the CIs for their information

2. All Deans

3. Registrar

4. P.S. to Director

5. A.R.IRD accounts

6. M-62 file

7. ✓ Mr. Sudesh Kr. Bansal :  
SDP, IRD Unit

for email to all faculty members and incorporating/updating the IRD Admn. Manual & Website.

8. M-81 file

9. D.R. Conference:

The above may kindly be put up /report to BoG for ratification.



**Indian Institute of Technology Delhi**  
**Industrial Research & Development Unit**  
**Hauz Khas, New Delhi - 110 016, INDIA**  
Tel: 91-11-26591799, 26597156 Fax: 91-11-26854715  
Email: arird@admin.iitd.ac.in Web: http://ird.iitd.ac.in

**FORM NO. IRD/E-2**

**CW**

For Office Use Only

## 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\*: \_\_\_\_\_  
(\* The starting date has to be within one week of the proposal received by the IRD Unit.)

#### CLIENT DETAILS

 (Kindly fill in BLOCK letters)

Firm's Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Contact Person's Name: \_\_\_\_\_  
City: \_\_\_\_\_ Pin: \_\_\_\_\_ Designation: \_\_\_\_\_  
Ph. \_\_\_\_\_ 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)	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 Delhi. 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	*Actual Load of this Consultancy (in days) in each Financial Year		Signature
			Current FY	Next FY	
CI:					
Co-CI:					
Co-CI:					
Co-CI:					

- \* i) The involvement of the Consultant/Co-Consultant(s) should be assessed on the basis of actual time to be spent on the consultancy including travel and visits to sites. The limit for this involvement in a financial year is restricted to 52 days (one day per week). The guidelines for involvement are based on IRD circular No. IITD/IRD/M-62/10489 dated 17/03/2008.
- ii) **The Head of the Dept./Centre should ascertain that the actual load filled by the CI/Co-CI(s) is justifiable.**

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

- Type A:** Product/Process development and advice/report based on significant research and development.
- Type B\*\*:** Testing and Interpretation, Design Checking etc.

*\*\*Head of the Dept./Centre will decide, if the consultancy falls in the Type B category. In case of a doubt, 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

**BREAK UP OF TOTAL CHARGES**

	Budget Head Description	Budget Code	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.)	<b>EXPENSES</b>	
(II)	<b>FEE FOR SCIENTIFIC &amp; TECHNICAL ADVICE</b>	<b>FEEST9</b>	
(III)	<b>INSTITUTE CHARGES</b> (Type A: 20% of (I) + 50% of (II), Type B: 20% of (I) + 100% of (II))	<b>INSTOHS</b>	
(IV)	<b>TOTAL CHARGES (I+II+III)</b>		
(V)	<b>SERVICE TAX @ 10% OF IV(Total Charges)</b>		
(VI)	<b>EDUCATION CESS @ 3% OF V(Service Tax)</b>		
(VII)	<b>GROSS AMOUNT (IV+V+VI)</b>		

\_\_\_\_\_  
Signature of HoD/HoC  
(DD(F), in case HoD/HoC is CI).  
[Kindly ensure that the given load by  
CI/Co-CI(s) is realistic.]

\_\_\_\_\_  
Signature of the Consultant Incharge  
Date: EPABX:  
Mobile:

FOR OFFICE USE ONLY

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**ANNEXURE FOR**  
**FORM NO.IRD/E-2 (CONSULTANCY FORM)**



**Indian Institute of Technology Delhi**  
**Industrial Research & Development Unit**  
**Hauz Khas, New Delhi – 110 016, INDIA**  
Tel. 91-11-26591799, 26597156 Fax : 91-11-26584715  
Email : arird@admin.iitd.ac.in

**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 Delhi 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 Delhi 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 Delhi 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 Delhi, 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 Delhi 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 Delhi'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 Delhi, 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 Delhi 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 Delhi 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 Delhi and sent to the Consultant. The charges will also include any applicable tax as prescribed by the Government of India or the Government of Delhi (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 Delhi 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 Delhi. IIT Delhi 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. **SERVICE TAX:** As per Service Tax Act of G.O.I., the service tax plus education cess will be levied on total consultancy charges and this amount is to be borne by the Client (The Service Tax applicable today is 10.3%).

Date: _____	_____ <b>Name &amp; Signature of Consultant Incharge</b>	_____ <b>Name &amp; Signature of Client</b>
Place: _____	(with office seal)	(with office seal)