

Indian Institute of Technology Delhi  
Industrial Research & Development Unit

No.IITD/IRD/M-62/ 4912

Dated:26/05/2011

7-6-11

**Subject: Regarding acceptance of Terms & Conditions for undertaking of Consultancy Jobs.**

Circulars No.(1) IITD/IRD/M-62/8725 dated 14/02/2004

(2) IITD/IRD/M-62/9963 dated 29/03/2007

The IRD Unit vide above circular No.(1) had conveyed the decision of the Competent Authority to the faculty of the Institute that all consultancy proposals be accompanied with the written communication from the client organisation clearly indicating the title of consultancy Job, scope of work, duration, amount of consultancy deliverable etc. It was further clarified by the IRD Unit vide above circular no. (2) that the required communication from the client organization may be in one of the following forms:

- (a) Client's letter in original
- (b) Official e-mail
- (c) Signature of the client on the IRD consultancy form No.IRD/E-2 with the firm's official stamp.

In continuation, the Competent Authority has now decided that beside the clients letter in original/official email, the Consultant Incharge(s) will obtain the signatures of the client organization on the attached (specimen) Standard Terms & Conditions of Contract for consultancy job. The concerned Consultant Incharge will also sign It. IRD Office will notify the Consultancy Job once the needful has been done from the client(s) and Consultant Incharge as well.

The modalities, to obtain the signatures of the client for acceptance of terms & conditions for undertaking the consultancy jobs are as below:

- (a) **Local/NCR:** To obtain the Signatures of the client in original
- (b) **Outside NCR:** To obtain signed Terms & Conditions though fax or scanned papers through email
- (c) **International:** same as at (b) above



(S.N. Singh)  
Dean, IRD

Distribution

All Heads of Departments/Centres      The above decision may kindly also be brought to the notice of all faculty members of your Deptt./Centre.

Copy to :

- (a) Director
- (b) Deputy Director (F)
- (c) All faculty Members (by email )
- (d) Mr. Sudesh Kr. Bansal: for n.a.



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## STANDARD TERMS AND CONDITIONS OF CONTRACT FOR CONSULTANCY JOB

**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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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 document.

- 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 results of the project.
- 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.
- 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.
- 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.
- RESULTS OF THE PROJECT:** The results of all work done 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.
- INVENTIONS:** All reports of Institute on the project are the property of the Client. This includes patentable inventions while working on the project.

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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 Delhi's name/logo through press advertisements/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 propriety 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 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 IITD, 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 Institute has 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. **NORMAL TERMS OF PAYMENT:** The payment of the Institute charges for the consultancy projects are required to be deposited in full (unless otherwise it is specifically agreed by the Institute) before the start of the work, through a crossed bank draft/ cheque (Bank drafts in the case of private organisations and by draft/cheque for others). **The draft/cheque is to be drawn in favour of "Indian Institute of Technology, Delhi" and sent either to the Consultant or the Dean, Industrial Research and Development (IRD) and drawn on any bank in Delhi.**
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 @ 10.3% will be levied on total consultancy charges and this amount is to be borne by the client organisation.

**Certified that I/we have carefully read and understood the above terms and conditions of IIT Delhi for providing the consultancy services. I/we hereby accept these terms and conditions and signatures as given below serve as a assumption of my/our acceptance.**

Date: \_\_\_\_\_  
Place: \_\_\_\_\_

\_\_\_\_\_  
Name & Signature of Consultant Incharge  
(with office seal)

\_\_\_\_\_  
Name & Signature of Client  
(with office seal)