

CENTRE FOR INDUSTRIAL CONSULTANCY & SPONSORED RESEARCH

IIT MADRAS

Consultancy Project Agreement

Project Title: _____

Name of the Company: _____

Registered Address: _____

GSTIN: _____ PAN: _____ TAN : _____

Name of the Representative: _____

Phone: _____ Fax: _____ Email: _____

*Principal Investigator

S.No	Name of the Investigator (s)	Employee ID. No.	Dept/Centre
1*			
2			
3			

Total Project Cost Rs. _____ Is GST included Yes ☐ No ☐

Date of Commencement _____ Date of Completion _____

Scope of work: _____
 (Enclose copy of the proposal) _____

Work order / NDA/ MoU/ Agency Concurrence is attached : Yes ☐ ☐ No

Payment terms: _____

Type of Project : ☐ RB ☐ IC ☐ RC ☐ ** CC ☐ TT

*I agree to the above proposal and also to the terms & conditions given overleaf.

Signature: (Principal Investigator, IIT Madras) Name: Date:	Signature: (Authorized signatory of the client) Not required if signed agreement is attached Name: Date:
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Head of the Dept/Centre Signature: Date:	ICSR Office use Registered Project No: Date: Signature
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** Indicate CC Project No. _____ Sub Project No. _____

TERMS AND CONDITIONS FOR CONSULTANCY ASSIGNMENT

1. **INTELLECTUAL PROPERTY RIGHTS:** Any know-how, discovery or patentable invention generated as a result of this project will be the joint property of IIT Madras and the client. If such discovery is patentable, the patents will be jointly filed by IIT Madras and the client. Terms and conditions regarding licensing of these rights for commercialization shall be governed by a separate agreement.
2. **CONFIDENTIALITY OBLIGATION:** Each party shall keep confidential and not use for any purpose not contemplated hereunder all proprietary information disclosed by the other party, directly or indirectly. Any discoveries, inventions or know-how resulting from the project shall be kept confidentially for a period of three (3) years from the date of termination of this Agreement, except as authorized in writing by other party or provided herein.
3. **SERVICE TAX:** Service Tax shall be paid to IIT Madras as per Service Tax Act of G.O.I.
4. **PAYMENT:** The payment of consultation charges to IIT Madras 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 Madras and sent to the Consultant on the address overleaf. The charges will also include any applicable tax as prescribed by the Government of India from time to time.
5. **EQUIPMENTS:** Equipments and purchases obtained in connection with the project and paid through the project funds remain the property of IITM, unless otherwise it is specifically agreed to by IIT Madras.
6. **TERMINATION OF THE PROJECT:** This agreement may be terminated if both parties agree at any time and the Project Accounts settled as on the date of termination. No penalty clause is tied upto the project execution.
7. **LIABILITY:** IIT Madras 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 Madras shall be limited to the funds received for the project.
8. **DISPUTE AND SETTLEMENT:** The parties shall use their best endeavors to settle any dispute or claim arising out of or relating to the Agreement, in supplemental agreements and their attachments thereto through amicable discussions. If not amicably settled within sixty (60) days of the dispute or claim arising, such dispute or claim shall be decided by a panel of three (3) Arbitrators in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996. The parties agree that the decision of the majority of the Arbitrators so appointed shall be final and binding upon the parties.
9. **PROJECTS FOR OTHER CLIENTS:** IIT Madras may normally undertake other projects in the same field provided - to the best of IIT Madras'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 IIT Madras from undertaking similar projects during or after the life of the project, shall be covered by a separate contract.
10. **OTHERS:** (i) At the end of the Project, a final report will be presented to "Sponsor" together with a know-how transfer, if applicable.
(ii) Neither party shall use the name or trademark of the other party for advertising purposes. However, "IIT Madras" has the right to publish the existence of this Agreement in its normal listing of "IIT Madras" research and Consultancy activities.

The above terms and conditions will apply to all projects taken up by IIT Madras, unless otherwise mutually agreed to in a separate document approved by IIT Madras.