# NCU/FRM/3.5/RDIL/004

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| **Logo  Description automatically generated** | **CONSULTANCY ASSIGNMENT PROPOSAL AND AGREEMENT FORM** | **Review Date:** |
| **Sheet 1 of 2** |

**THE NORTHCAP UNIVERSITY**

SECTOR 23A

CON/

Gurugram – 122103, Haryana
Email – ncuindia.edu.in

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PRINCIPAL CONSULTANT**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Department/School: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Mobile: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXPECTED TIME SCHEDULE**

Duration: \_\_\_\_\_ Years \_\_\_\_\_\_ Months \_\_\_\_\_ Weeks Starting Date: \_\_\_ / \_\_\_ / \_\_\_\_\_\_\_\_

**CLIENT DETAILS** (Kindly fill in BLOCK letters)

Firms Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| Address: | Contact Person's Name:Designation: |
| City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PIN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Ext: \_\_\_\_\_\_\_\_ FAX: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TOTAL CHARGES AND PAYMENT DETAILS**

Mode of Payment: → 🔿 By Draft

Currency: → 🔿 Indian Rupees 🔿 Foreign→ Country Currency:

Payment enclosed→ 🔿 Full Payment 🔿 Part Payment 🔿 No. of Installments:

|  |  |  |
| --- | --- | --- |
| Total Value (in figures) | Total Value (in words) | Bank's Name and Branch |
| DD No. | DD Amount | DD Date |

**CONSULTANCY TYPE** (Please ✔)

🔿 Product Development 🔿 Process Development 🔿 Checking of Design

🔿 Checking of Analysis 🔿 Report writing/Evaluation 🔿 Advice

🔿 Testing & Interpretation 🔿 Training & HRD
**CLIENT TYPE** (Please ✔)

🔿 Private Sector 🔿 Govt. Sector 🔿 Public Sector

🔿 Funding Agency 🔿 Foreign Organization 🔿 Others (please specify)

**SCOPE OF CONSULTANCY** (attach separate sheet, if necessary)

|  |  |
| --- | --- |
| Deliverables | Time Frame |
|  |  |
|  |  |

**AGREEMENT BETWEEN CLIENT AND PRINCIPAL CONSULTANT**

This agreement is subject to Standard Terms and Conditions contained herein (overleaf) for undertaking consultancy projects at The NorthCap University, Sector 23A Gurgaon. The Principal Consultant (s) certify that these terms and conditions have been made known to the client organization and it has agreed to adhere to the same.

Signature of Principal Consultant Signature of the Client

Date: Date:

 **Sheet 2 of 2**

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

These terms and conditions are to cover projects for 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.

1. **PROJECT PLANNING**: The NCU (hereafter referred to as "the University") shall, together with the Client, prepare work plan and budget for the project or parts of the project whenever the project size or subject makes this necessary. This plan shall normally be accepted by the Client before commencement of the work of the project. The University shall supply information regarding progress of the project at any time at the Client's request. The Client may, with agreement of the University, follow the progress of the project personally or through a third party named by the Client. The University and the Client shall agree on the form and frequency of formal reports concerning the progress and the results of the project.

2. **RESPONSIBILITY**: The University 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 University accepts the project on the condition that the Clients renounce all right to claim damages for losses sustained directly or indirectly in consequence of the work done by the University.

3. **DISCRETION**: The University undertakes to handle with discretion reports, results, the identity of the Client and all materials which the Clients places at the disposal of the University in connection with the project.

4. **SUB-CONTRACTING**: The University reserves the right to allow any work, experimental or otherwise to be carried out by a third party provided this does not result in danger of information of a confidential nature coming to the hands of unauthorized persons.

5. **RESULTS OF THE PROJECT**: The results of all work done by the University in connection with the project, incorporated in the written report in accordance with paragraph 1, shall remain 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 University 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 University. Unless otherwise agreed, all reports are to be sent to Clients in triplicate. The University has the right to retain a copy.

6. **INTELECTUAL PROPERTY**: All reports of the University on the project are property of the Client, this includes inventions while working on the project.

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 the University's name/logo through press advertisements/publicity material or in any other manner. Manuscripts of academic papers, brochures, advertisements, or other forms of published material which refers to or quotes the propriety results of the project shall be vetted by both parties before publication.

8. **COMMUNICATION OF RESULTS TO A THIRD PARTY**: The University may not, without written agreement of the Client, communicate the results of the project to a third party. The Client shall arrange necessary agreement of all parties on the Client's side who may have publication rights with respect to the project.

9. **PROJECT FOR OTHER CLIENTS**: The University may normally undertake other projects in the same field provided – to the best of the University's knowledge and belief – there exists no danger of information of a confidential nature coming into the hands of a third party. Any agreement to restrict the University from undertaking similar projects during or after the life of the project, shall be covered by a separate contract.

10. **APPARATUS**: Instrument and/or equipment obtained in connection with the project and charged to the Client shall remain the property of the University unless otherwise it is specifically agreed by the University.

11. **GOODS AND SERVICE TAX**: In case the consultancy services involved GST, that will be applicable as per the prevailing rates at the time of payment of consultant charges as per government rules which shall be paid/borne by the client at the time of payment of the consultancy charges.

12. **NORMAL TERMS OF PAYMENT**: The payment of the University charges for the consultancy projects are required to be deposited in full (unless otherwise it is specifically agreed by the University) before the start of the work, through bank draft. The draft in favor of "NCU " should be sent to Dean, Research, Development, and Industrial Liaison, THE NORTHCAP UNIVERSITY, Sector 23A, Gurugram – 122107, Haryana, India and drawn on any scheduled bank at Gurgaon.

13. **NOTICES**: All notices and other communications required to be served on the University or the Client under the terms of this agreement, shall be duly served if the same shall have been delivered by hand or posted by registered mail to the University or the Client at its last known address of business

14. **AMENDMENTS TO THE AGREEMENT**: No amendment or modification of this agreement shall be valid unless the same is made in writing by both the University and the Client or their authorized representatives and specifically stating the same to be an amendment of this agreement. The modifications/changes shall be effective from the date on which they are made/executed, unless otherwise agreed to.

15. **TERMINATION OF THE PROJECT**: The Client has the 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 University 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.

16. **DISPUTES**: In the event of any dispute or difference at any time arising between the parties relating to Consultancy project or any other clause(s) or any content of the right and liabilities of the parties or other matters specified therein or with reference to anything arising out of the Consultancy or otherwise in relation to the terms, whether during the Consultancy or thereafter, such disputes or differences shall be endeavored be resolved by mutual negotiations. If, however, such negotiations are infructuous, the dispute should be finally settled through Arbitration and Conciliation Act,1996 by three arbitrators appointed in accordance with the said Act. The arbitrators shall give reasoned and speaking award.

17. **LIABILITY:** In case any legal dispute arises between the Consultant(s) and the sponsor such that the Consultant(s) are in any way, held responsible to make good the losses incurred by the Client, such liability will be restricted to a maximum limit which will be the total amount charged for the project less the expenditure / liabilities on the project.

18. **FORCE MAJEURE**: Neither party shall be held responsible for non-fulfillment of their respective obligations under this agreement due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, war, flood, earthquakes, strike, lockouts, epidemics, riots, civil commotion, etc. provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force-majeure conditions continued beyond six months, the parties shall then mutually decide about the future course of action.

Signature of Principal Consultant: Signature of the Client:

Date: Date:

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| --- | --- |
| Issued by: | Approved by: |
| Date: | Date: |