

STANDARD TERMS AND CONDITIONS

In addition to the specified General Consultancy rules, the following terms and conditions will apply to consultancy projects taken under all categories by SV, Vadodara unless otherwise mutually agreed to in a separate document.

- 1. DECLARATION:** All consultancies work undertaken by SV, Vadodara 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. CONFIDENTIALITY:** Due care will be taken by SV, Vadodara to maintain confidentiality and discretion regarding confidential information received from the Client, including but not limited to results, reports and identity of the client.
- 3. REPORTS:** Any test or other consultancy report given by SV, Vadodara will be based on work performed according to available standards and / or open domain literature. In any event, this report may not be construed as a legal document, certificate or endorsement and may not be used for marketing of the products or processes, without prior consent from SV, Vadodara. The SV reserves the right to retain one copy of the report and use the results of the project for its internal teaching and research purposes.
- 4. WORK PERFORMANCE:** Every effort will be made to complete the specified work according to the planned time schedule. However, SV, Vadodara will not be held responsible for delays caused beyond its reasonable control.
- 5. CONFLICT OF INTEREST:** SV, Vadodara may take up work for other clients also in the same area, provided, to the best of the SV's knowledge, there is no conflict of interest in undertaking such projects.
- 6. PAYMENT:** The payment of consultancy work to SV, Vadodara are to be made in advance and in full before the start of the project, through a demand draft / crossed valid cheque, drawn in favor of "Consultancy Services SV" and sent to the office of Director Research Cell. The charges will also

include any applicable tax as prescribed by the Government of India from time to time.

- 7. TERMINATION:** The consultancy project work may be terminated by either party by giving the other party a notice period of 30 days. However, both parties will meet any residual obligations in connection with the project.
- 8. LIABILITY:** SV, Vadodara 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.
- 9. 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 SV, Vadodara and the Consultant(s). Terms and conditions regarding transferring / assigning / selling these rights to the client shall be governed by a separate written and mutually agreed to document, if required.
- 10. ROYALTY:** Out of the sales made for a patent emerging from consultancy work, an annual royalty (to be divided equally between the consultant and the SV, Vadodara) of a fixed percentage (to be decided by the Vice Chancellor) will be paid to the Institution by the client.

RESOLUTION OF DISPUTES: Any disputes arising out of the project shall be amicably settled by both the organizations. The arbitration power shall lie with Registrar, SV Vadodara in case of any dispute and the decision taken by the Vice- Chancellor shall be final.