

**Appendix 1**  
**Indian Institute of Technology Bombay**  
**Standard Terms and Conditions**

1. **Declaration:** All work undertaken by IIT Bombay 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 IIT Bombay 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 IIT Bombay 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 IIT Bombay. The institute 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, IIT Bombay will not be held responsible for delays caused beyond its reasonable control.
5. **Conflict of interest:** IIT Bombay may take up work for other clients also in the same area, provided, to the best of the institute's knowledge, there is no conflict of interest in undertaking such projects.
6. **Payment:** The payment of consultation charges to IIT Bombay are to be made in advance and in full before the start of the project, through electronic transfer as per the bank details given in the annexure. The charges will also include any applicable tax as prescribed by the government of India from time to time.
7. **Termination:** The 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:** IIT Bombay shall not be held liable for any loss, damage, delay or failure of performance, resulting directly or indirectly from – (i) the project work undertaken hereunder or the results thereof; or (ii) any cause, which is beyond its reasonable control (force majeure). Provided, however that liability of IIT Bombay (if any) under all circumstances (if affixed by any law or proceeding), shall be limited to the funds received for the project.
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 IIT Bombay and the client. Terms and conditions regarding transferring / assigning / selling these rights to the client shall be governed by a separate written and agreed to document if required.
10. **Resolution of disputes:** any disputes arising out of the project shall be amicably settled by both the organizations. Any unsettled disputes may be subject to resolution as per the Indian arbitration and conciliation act 1996.
11. **Disclaimer:** The report on the consultancy project is the technical opinion of the individual faculty member, based on his/her expertise in the particular area of research and not the views of IIT Bombay. The contents of this report are purely technical/scientific and non-legal in nature and based on the information/facts disclosed by the client. The client shall be solely responsible for any intended use/utilisation of this report. All warranties or representations of any kind pertaining to the report or its contents are hereby expressly excluded.
12. **Entire agreement:** This agreement sets forth the full and complete understanding / agreement of the parties and supersedes all other oral/written communications/agreements concerning the subject matter hereof.