



ANNEXURE-I

STANDARD TERMS AND CONDITIONS

1. **DECLARATION:** Any work undertaken by Sardar Patel University (SPU), Vallabh Vidyanagar as part of the project will be in good faith and based on material / data / other relevant information provided by the Client.
2. **CONFIDENTIALITY:** Due care will be taken by SPU 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 SPU 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 SPU. The institute reserves the right to retain one copy of the report and use the results of the project for its internal teaching and joint research and publication purposes.
4. **WORK PERFORMANCE:** Every effort will be made to complete the specified work according to the planned time schedule. However, SPU will not be held responsible for delays caused beyond its reasonable control.
5. **CONFLICT OF INTEREST:**SPU 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 SPU are to be made in advance and in full before the start of the project through
 - (i) Demand draft (DD) in favor of "The Registrar, Sardar Patel University, Vallabh Vidyanagar" payable at Vallabh Vidyanagar. The DD can be sent to the Principal Investigator. The charges will also include any applicable tax and other levies, if any, as prescribed by the State/Central Governments 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:** SPU 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 if any at all of SPU 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 SPU, and the Client. Terms and conditions regarding transferring / assigning / selling these rights to the Client shall be governed by a separate written agreement signed by authorized persons on behalf of both the parties.
10. **RESOLUTION OF DISPUTES:** Any disputes arising out of the project shall be amicably settled by SPU and the Client. Any unsettled disputes may be subject to resolution as per the Indian Arbitration and Conciliation Act 1996 and the legal constraints are subject to Anand Jurisdiction only.

PRINCIPAL INVESTIGATOR

CLIENT