

वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद्  
COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH  
अनुसंधान भवन, 2, रफी मार्ग, नई दिल्ली-110 001  
Anusandhan Bhawan, 2, Rafi Marg, New Delhi- 110 001



SPEED POST

No. 6-3(54)/2009-E.III

Dated 18.03.2010

From

संयुक्त सचिव (प्रशासन)  
Joint Secretary (Admn.)

To

Directors of all National Labs./Instts.

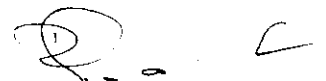


**Sub:- Engagement of Business/Technical Consultant - Model Agreement regarding.**

Sir,

I am directed to draw your kind attention to the instructions contained in para 9.5 of 'Guidelines for Technology Transfer and Utilization of Knowledge' wherein Business /Technical Consultant engaged under the scheme has to execute an agreement. Accordingly, to ensure uniformity across CSIR, a model agreement is forwarded herewith for your information, guidance and compliance. In case, any modifications/changes are required, the same may be made as per requirement of your lab./Instt. within the broad guidelines of CSIR.

Yours faithfully

  
(R.P Sharma)

Staff Officer to DG,CSIR

Encl: Model Agreement.

CC.

Head IT Division - with the request to Post it on CSIR website.

## AGREEMENT

This agreement made and entered on \_\_\_\_\_ day of \_\_\_\_\_, Two thousand and Ten between Council of Scientific and Industrial Research, a Society registered under the Societies Registration Act, (XXI of 1860), having its registered Office at Anusandhan Bhavan, 2 Rafi Marg, New Delhi 110 001 (hereinafter referred to as 'COUNCIL') of the one part,

and

Shri \_\_\_\_\_ s/o \_\_\_\_\_ at present residing at \_\_\_\_\_  
engaged as full time Consultant (hereinafter referred to as Consultant) of the other part.

WHEREAS the Consultant has expertise and experience in ...(details of expertise and experience)

AND WHEREAS CSIR was desirous of engaging a Consultant for.....(details of requirements)

AND WHEREAS the CSIR has requested the Consultant to render to the CSIR consultancy services to which the Consultant has agreed;

WHEREAS the Consultant has accepted the offer of CSIR for engaging him as full time Business Development Consultant at CSIR Hqrs.

NOW, therefore, it is hereby agreed to by and between the parties as follows:-

1. In consideration of the services to be rendered, the Consultant shall be paid a fixed consultancy fee of Rs. .... per month and agrees to tax deduction at source as applicable from time to time;
2. CSIR shall retain the services of the Consultant for a period of one year renewable for another period of one year after following due process with the approval of Competent Authority;
3. No TA/DA is admissible for joining the assignment or on its completion;
4. The Consultant shall be entitled to draw TA/DA as per normal rules applicable to any serving officer of equivalent rank commensurate with emoluments drawn in CSIR, if required to travel outside Delhi or outside India in connection with the work of CSIR during the period of his engagement;
5. CSIR will provide telephone facility for official use both at office and residence. However, in the case of residence, the reimbursement will be restricted to Rs. 1500/- per month plus taxes;
6. The Consultant shall be entitled to transport reimbursement/allowance for use of personal vehicle or transport for official use shall be provided by CSIR;
7. Normally, a Consultant will not be entitled to CSIR accommodation. However, in exceptional cases, on his specific request, DG, CSIR may allot to him accommodation, if available, as per his entitlement for which 10% of his fee or the amount deductible from the Officer of his status, whichever is more, would be deducted towards licence fee. This concession will be available only to the Business Consultants appointed at CSIR Hqrs.

8. The Consultant agrees that all services rendered by him as a Consultant shall be advisory in nature and not binding on CSIR and this agreement does not create an employer-employee relationship between the Consultant and the CSIR. The Consultant shall have no right to receive any benefits available to the employees of CSIR;
9. The Consultant shall engage himself efficiently, diligently and to the best of his ability and will devote his full time to services assigned herein and will not engage directly or indirectly in any trade/business in his own name and will not absent himself from the duties without the permission of DG, CSIR;
10. The Consultant shall be entitled to 30 days leave in a year which could be availed for a period not exceeding 10 days at a time;
11. The Consultant, except with the prior written sanction of the CSIR, shall not publish a paper or any report or participate in any electronic and print media or contribute to an article or letter to any Newspaper, Magazine or Periodical either in his name or anonymously or pseudonymously relating to a subject matter assigned to him by CSIR;
12. The Consultant shall maintain complete confidentiality of all the information/ data shared by the CSIR during the tenure of his consultancy and five years after the completion of the assignment;
13. The Consultant disclaims all claims/rights on any intellectual property/ information/ data/ prototype resulting or acquired during assignments, as also any money/receipts accruing or received during or consequent to utilization/ commercialization of the said intellectual property/ information/data/prototype etc;
14. In the event of misconduct on the part of Consultant or of a breach of any of the terms and conditions herein specified, the Competent Authority may, at any time, dispense with his services without serving any notice, this agreement shall be terminated;
15. This agreement may be terminated without cause, upon giving at least one month's notice in writing of its intention to do so by the either side and on expiry of such notice by giving one month's fee in lieu of notice period;
16. Upon termination, neither party shall have any further obligation under this Agreement, except for the obligations which by their terms survive this termination. Upon termination and in any case, upon CSIR's request the Consultant shall return immediately all confidential information;
17. Any dispute arising out of the agreement shall be referred to an arbitral tribunal comprising of three arbitrators; one arbitrator to be appointed by each party to the dispute and the two arbitrators in turn shall appoint a third arbitrator who shall act as President Arbitrator. The decision of the arbitral tribunal shall be final and binding on the parties. The venue of the arbitration will be in Delhi at such a place, as agreed to by the parties to the dispute. The arbitration proceedings shall take place in accordance with the Indian Arbitration and Conciliation Act, 1996 or any subsequent amendment thereof. The cost of arbitration proceedings shall be equally shared by both the parties. The provision of this clause shall not become in-operative notwithstanding this agreement expires or ceases to exist or is terminated or revoked. The language of the Arbitral Tribunal shall be English;
18. This agreement may be amended or modified in whole or in part, only by an instrument in writing signed by all parties hereto;

19. Any waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof; and
20. In case any or more provisions of this Agreement are legally void or unenforceable, the validity of the remaining Agreement shall not be affected thereby. In such a case such a provision or part of a provision be reformed so that it would be legally valid and enforceable.

In witness whereof the Parties hereto have hereunto and subscribed their respective hands the day and year first hereinabove written.

For and on behalf of COUNCIL

CONSULTANT

Witnesses :

1. \_\_\_\_\_

2. \_\_\_\_\_