



INDIAN INSTITUTE OF PETROLEUM AND ENERGY

(An Institute of National Importance enacted by the Act of the Parliament)

2ND Floor, Main Building, AU College of Engineering

Visakhapatnam – 530003

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Ref. No. IPE/BoG/19/06

Date: 28.11.2023

NOTIFICATION

Sub: Consultancy Rules and Regulations of the Institute.

The Board of Governors (BoG) of the Institute in its 19th Meeting held on 19.10.2023 vide agenda No. BoG/19/06 have accorded the approval for Consultancy Rules and Regulations and its implementation. The copy of the same is placed at Annexure.

The percentage of sharing of Institutional Consultancy Earnings is approved, as follows:

Sl. No.	Fund	Percentage
(i)	Institute's share (Institute's Internal Corpus)	70%
(ii)	Departmental Growth Fund	15%
(iii)	Benevolent Fund (To be maintained by institute; used for providing financial assistance to needy, poor and meritorious students)	10%
(iv)	Outreach Activity (viz., Swachh Bharat Abhiyan; Unnat Bharat Abhiyan, Skill India; SSR; SIP; Village/Beach adoption, Green Fund among others)	05%



R.P. Dwivedi
(R.P. Dwivedi)
Registrar &
Secretary, BoG

Encl: As above.

Copy to:

1. Director – for kind information;
2. Office of the Registrar;
3. All Deans/ Associate Deans/ HoDs
4. F&A Division;
5. Internal Audit;
5. Master File.



VISAKHAPATNAM

विद्या प्रशस्यते लोके:

INDIAN INSTITUTE OF PETROLEUM AND ENERGY

Visakhapatnam – 530003

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Consultancy Rules and Regulations



Amal K. Singh
28.11.2023

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1. Vision Mission and Preamble

1.1 Objective

1.1.1 Nurture and promote quality and excellence in education and research in the area of renewable and non-renewable energy;

1.1.2 Promote research and development for the benefit of oil, gas and petrochemical industry and the energy sector through the integration of teaching and research;

1.1.3 Foster close educational and research interaction through networking with national, regional and international players in the oil, gas and petrochemical industry and the energy sector;

1.1.4 Co-operate with educational and research institutions in any part of the world having objects wholly or partly similar to those of the Institute by exchange of teachers and scholars, conduct of joint research, undertaking sponsored research and consultancy projects, etc.,

1.2 Vision

1.2.1 To create and disseminate knowledge that facilitates progress and excellence in the field of Energy Sector.

1.2.2 To be an Energy institute that is ranked among top 200 universities of the world within 20 years of setup.

1.3 Preamble

1.3.1 IPE aims to extend the frontiers of knowledge through its research and consultancy activities. Such research and consultancy activities aim to make the skills of faculty members available to the community.

1.3.2 This document details the processes to render support to the above efforts by providing consultancy/testing services to the Industries and other Organizations. The policies and the processes for consultancy services in the Institute shall be administered by the Office of the Dean (Research and Development) in order to grow and sustain creativity in an ethical environment.

i.3.3 The consultancy/testing services aims to:

- (i) Extend the benefit of scientific research and infrastructure of the Institute to the industries and other organizations and thus collaboratively broadening the experience base of the Institute faculty members, industries towards contributing to the country's scientific, and economic growth.
- (ii) Enrich professional experience and knowledge growth of faculty members through first-hand experience of the emerging problems, however not limited to, of petroleum, energy, oil and natural gas industries. This experience aims to enhance teaching/research activities and refining and updating the curriculum of the institute to align with the national needs.
- (iii) Develop and strengthen the network with national, regional and international organizations which may lead to collaborative research. Such collaboration assists in translating academic research into products, processes and services that aim to solve problems of national importance in various sectors.


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2. Definitions

2.1 'President'- BoG, means President, Board of Governors, IPE.

2.2 'Consultancy' - Time bound specific projects undertaken by the faculty members of the IPE or by the IPE for external agencies or individual clients in the way of professional services or advice including development of products and/or processes through field, experimental, computational, technical consulting and any other form of service as needed by the client/Agencies.

2.3 'Client' – means an Individual or an Organization or an Agency for whom the consultancy services are to be or have been provided.

2.4 'CI' – means Consultant In-charge who shall be a faculty member and who was approached by Client or Institute has appointed to undertake a consultancy project. The CI will be the principal negotiator with the client(s). Alternatively, when Clients approach institute/department or original CI leaves or his/her services are not available to the project for any other reason, the CI of a consultancy project may be appointed by the Dean (R&D) in consultation with concerned HOD.

2.5 'Co-CI' – means Co-Consultant In-charge. It shall be the responsibility of the Co-Consultant In-charge to complete the consultancy project in case the Consultant In-charge goes on leave/leaves the institute, with the approval from competent authority.

2.6 'Dean (R&D)' – means Dean (Research & Development).

2.7 'Department' – means all the academic departments of the IPE.

2.8 'Department Growth Fund (DGF)' – means a fund of the department to which a part of the institute's share from consultancy projects is transferred. The DGF may be utilized for procuring instruments, appointing research personnel, arranging lectures by eminent speakers or any other purpose impacting the growth of the Department.

2.9 'Director' – means the Director of the IPE.

2.11 'Institute' – means the Indian Institute of Petroleum and Energy, Visakhapatnam

2.12 'Professional Growth Fund (PGF)' – means a fund for the individual academic staff, to which a part of the institute's share from consultancy projects is transferred.

2.13 'Project' – implies industrial consultancy projects or routine testing projects.

2.14 'Project staff' – means a person appointed in conformity with the guidelines to work on a consultancy project.

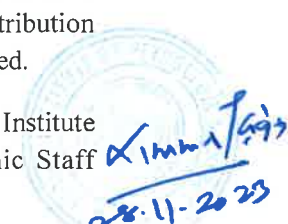
2.15 'Testing' – refers to testing of a component/sample/instrument/equipment/ product against a standard protocol and standard equipment, devices or instruments.

3. Consultancy Rules and Regulations

3.1 These Consultancy/EDP/Testing Rules and/or modifications shall take effect from the date the BOG approves.

3.2 The Consultancy/Testing/EDP jobs can be undertaken by any member of the Academic Staff, including the Director, with the prior approval of the Institute provided that the engagement of the faculty members in such jobs can be taken up to such an extent that it does not interfere with/hinder the discharge of their teaching/research or any other duties as assigned by the Institute. The contribution of the research/postgraduate/undergraduate students in consultancy work is strongly encouraged.

Only regular academic staff members with at least 2 years of regular service remaining of the Institute can be the Consultancy-in-charge of the Consultancy/Testing/EDP Job. Regular Academic Staff


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with less than 2 years of regular service, Emeritus fellows, visiting faculty, etc. can be involved in the consultancy activities as Co-CI up to the age of 70 years. The Co-CI(s) should obtain concurrence of HoD/HoC of her/his academic unit before accepting the role of Co-CI.

3.3 All Consultancy/Testing/EDP jobs, whether carried out by an individual or a group of faculty consultants and notwithstanding the quantum of facilities of the institute utilized, is considered as Institute Consultancy/Testing/EDP.

3.4 Every Consultancy/Testing/EDP jobs will be the responsibility of the Institute and not of any individual.

3.5 No consultancy/Testing/EDP job will be undertaken by academic staff or any other member in his/her individual capacity without prior approval of the Institute.

3.6 The entire expenditure for the operation of the project is required to be met by the Client.

3.7 The responsibility for operation and closure of the consultancy/Testing/EDP job lies with Consultant-In-Charge (CI). The offices of the Dean (R&D) and Finance section shall provide the necessary administrative support.

3.8 The external Organization/Agency or Client must request the Institute or a Faculty member in the Institute to undertake a specific consultancy/Testing/EDP job. In case the institute is approached, Dean (R&D) will identify the Department (s) that shall carry out the job on the basis of competence and faculty member(s) available for undertaking such job. The Head of the Department then assigns the job to Individual(s) competent to undertake the work as per the requirements.

3.9 Moreover, for EDP programme or refresher courses, the guidelines provided by the respective funding agencies are to be followed.

4. Consultancy Project Submission and Approval

4.1 The Consultancy proposal should be submitted on the prescribed form (Form No. CT-01) after appraising the standard terms and conditions of consultancy service at IPE. The estimate of consultancy proposal should be submitted along with the proposal on the prescribed form (Form No. CT-02). The estimate will have three components (a) Institute Charges, (b) Expenses, (c) Consultancy Charges. The Institute charge will be **30% of the sum of (a)+(b)+(c) for Consultancy with usage of IPE equipment / 40% of the sum of (a)+(b)+(c) for Consultancy without usage of IPE equipment**. GST will be applicable on (a)+(b)+(c).

4.2 Expenses

4.2.1 Expenses include all expenditure towards equipment, infrastructure and related facilities, consumables, travel, institute overhead and miscellaneous expenditure.

4.2.2 For the estimation of Testing service charges, the following formulae shall be applicable:

S No.	Item	Reference/Calculation
1	Cost of Equipment (in Rs.)	C_i
2	Life of Equipment (in Years) The maximum value of Life to be considered will be 5 years and 10 years for Computers and Others respectively	L_i


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3	Hourly Cost of Equipment (in Rs.)	$H_i = \frac{C_i}{2000L_i}$
4	Testing Time (in Hours)	B_i
5	Cost of Facilities (To be credited to DGF as Equipment Charges)	$C = \sum_{i=1}^n H_i * B_i$
6	Cost of Contingency/Consumables, Lodging, Boarding, Field Expenses, Travel, Institute Overhead, Miscellaneous Expenses, Etc.,	A
Total		$Exp = A + C$

4.3 Consultancy Charges

4.3.1

S No.	Item	Reference/Calculation
7	Honorarium to Technical/Support Staff	D
8	Honorarium to CI and Co-CI	E
Total		$CC = D + E$

4.3.2 CIs/Co-CIs to transfer 10% of their consultancy project charges into their Professional Growth Fund (PGF).

4.4 Total Consultancy Charges

4.4.1 The total consultancy charges is $(Exp + CC)$

4.5 Sharing of Total Consultancy Charges

4.5.1 Consultancy work involving IPE laboratory/infrastructural facilities:

- (i) Total amount paid by Client = P
- (ii) Expenses (detailed in 4.2) = Exp
- (iii) Institution Charges = $0.4 * (P - Exp)$
- (iv) Fund available for consultants and savings = $0.6 * (P - Exp)$
- (v) Service Tax and other Government Taxes applicable for consultancy work shall be levied above the Project Cost on the Client as per GoI rule.

4.5.2 Consultancy work without involving IPE laboratory/infrastructural facilities:

- (i) Total amount paid by Client = P
- (ii) Expenses (detailed in 4.2) = Exp
- (iii) Institution Charges = $0.3 * (P - Exp)$
- (iv) Fund available for consultants and savings = $0.7 * (P - Exp)$
- (v) Service Tax and other Government Taxes applicable for consultancy work shall be levied above the Project Cost on the Client as per GoI rule.

4.5.3 Distribution of the Institute share is as follows:

Fund	Percentage
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Institute (Research and Development Fund)	70%
Department Growth Fund	15%
Benevolent Fund (maintained by institute; used for providing financial assistance to needy, poor and meritorious students)	10%
Outreach Activity (viz., Swachh Bharat Abhiyan; Unnat Bharat Abhiyan, Skill India; SSR; SIP; village/beach adoption, Green fund among others)	05%

5. General Guidelines concerning Consultancy Projects

5.1 The Consultant In-charge/Dean (R&D) will transact directly with the client in all matters regarding a particular Institutional Consultancy job.

5.2 A minimum of total consultancy charges for a job preferably be Rs. 50,000/- (excluding Taxes).

5.3 The office of the Dean (R&D) will scrutinize the consultancy proposal and process the proposal for the consideration and approval of the competent authority.

5.4 After the approval by the competent authority, Form CT-3 along with a copy of standard terms and conditions be communicated to the client.

5.5 The work on consultancy job shall be initiated only after prior approval of the competent authority and on subsequent notification from the Office of the Dean (R&D).

5.6 Disbursement (Form CT-5) consultancy charges will be processed only after the submission of the Final Report and Satisfactory Completion Certificate (from the client in Form CT-6) and filling the consultancy Completion and Apportionment Proforma (Form CT-7). Certificate from the client on satisfactory completion of the consultancy job is not required except in specific cases. However, if the client is not satisfied with the work of the Consultant, it shall remain the total responsibility of the Consultant either to satisfy the client or request Dean (R&D) Office to refund the charges to the Client.

5.7 The Institute can undertake the consultancy job and outsource a part of the job to any other external organization/agency provided that the equipment/infrastructural facility for carrying out that part of the job is not available in the institute. However, the job can only be outsourced to the external organizations/agencies with whom the IPE has an active MoU and approval from the client is mandatory for outsourcing part of job.

5.8 Up to an amount of Rs. 50,000/- or 10% of the consultancy charges, whichever is lower, can be paid to external consultant(s) after taking approval from the Dean (R&D); for payment from Rs. 50,000/- to Rs. 1,00,000/- or 15% of the consultancy amount, whichever is lower, approval of the Committee set up under the chairmanship of Consultant In-charge would be required for payment to the external consultant(s) and for which approval and sanction of Dean (R&D) shall be required; for payments more than Rs. 1,00,000/- or up to 30% of the consultancy amount, Director may approve the payments on the recommendation of the Committee set up under the chairmanship of Dean (R&D). Payment exceeding 30% of the total consultancy charges generally is not allowed to the Outside Consultant(s).

5.9 The Consultant can have additional furniture/furnishing, telephone, desktops/work stations/laptops/tablet/devices of similar nature in their office and also avail additional insurance cover, from their consultancy job under the budget head "Expenses". The maximum expenditure on these additions shall be restricted to 20% of the total consultancy amount. The condition for signing an agreement with the client on a stamp paper is not required except in cases where the client desires a

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formal agreement. However, the standard terms and conditions to undertake the consultancy project shall remain applicable and the deviation from the terms and conditions is to be clearly brought out in the consultancy proposal.

5.10 Any purchase required for the execution of consultancy job shall be made in accordance with the provisions of Purchase Manual of the Institute.

5.11 In order to minimize the travel time and cost, travel by any airline, hiring of vehicles for field works and road journey may be permitted (as per actuals).

5.12 The Consultant In-charge can hire casual workers as per the need of each project on the Institute's approved rates/Minimum Wages act with the approval of Dean (R&D). Hiring of casual workers for a maximum period of 15 days on each occasion shall be within the power of CI.

5.13 The time spent on consultancy and related assignments should not adversely affect teaching/research and administrative work of the faculty engaged as CI/ Co-CI. The maximum time spent on consultancy shall be limited to 52 working days a year, excluding vacations, and holidays.

5.14 Consultancy services offered may cover a range of activities including Feasibility Studies; Technology Assessments; field surveys; Assessment of Designs and/or Current Manufacturing Process; Material, Energy, Environmental and Manpower Audits; Product Design; Process Development, Software Development; General Troubleshooting, Retrofitting Exercises, Intensive efforts for transfer of highly focused skills and expertise to select groups in specific organizations, preparation of project reports, EMPs, setting up of vision and strategy crafting, among others.

5.15 The institute can also bid for the Consultancy Proposal in association with other agency/organization/institute. The first right to bid together will remain with existing cooperation partners which have pre-signed MoU with the institute, in case existing cooperation is not interested than before bidding an MoU needs to be signed between the parties. The initial bidding cost such as EMD, Security Deposit and others may be borne by the institute. On successful bid, this amount will be reimbursed to the Institute. Further, the consultancy proposal/MoU should clearly identify the jobs to be carried out by each party and proportionate sharing of expenses and consultancy fees.

5.17 The Institute can take the job and outsource a part of the job to any other external organization/agency provided that the facility for carrying out that part of the job does not exist with the institute. However, the job can be outsourced to that external organization/Agency, with whom an MoU has been executed.

5.16 The consultancy job will be treated as closed once the Project Completion Report and Completion Certificate are submitted to the Dean (R&D) office and the disbursement has been made. If the Client is unable to provide completion certificate then the self-declaration by the Consultant In-charge may be considered.

6. Recruitment of Staff under Consultancy Projects

The staff can be appointed under Temporary / Ad-hoc Appointment. The staff can be appointed as detailed below:


- (1) Temporary / Ad-hoc Appointment (Not exceeding 6 months)

CI can directly hire the personnel on Temporary / Ad-hoc (for a maximum period of 6 months) after getting approval from the Dean (R&D).

- (2) Manpower under Consultancy project (more than 6 months)

It should be made through advertisement.

- a) For the advertisement, CI is required to provide the details of qualifications along with


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the desired experience and the nature of the job for a particular post. Any additional qualification requirement proposed by the CI will be put as desirable/preferable in the advertisement.

- b) The selection of the candidates will be through a Selection Committee proposed by CI and be approved by Dean (R&D). The selection of the candidate by the committee shall have to be approved by Dean (R&D).
- c) The duration of job offer for the Temporary appointment shall be for a maximum of duration of the project. The subsequent extension should be on the recommendation of CI and approval by Dean (R&D) on case-to-case basis.
- d) The selection like walk-in-interview/online may be conducted with prior approval of Dean (R&D).

7. Payment of Honorarium (for Consultancy/Testing/EDP)

- a) Disbursement sheet (Form CT-5) prepared by CI shall be approved and sanctioned by Dean (R&D)/Director as per Delegation of Financial Power (DoFP) for making the payments.
- b) UG, PG and Ph.D. Students, willing to work on external consultancy projects may be permitted. However, the quantum of work should be allotted on the basis of their academic commitments and performance. Such work by students may be compensated by suitable honoraria. The maximum honoraria per month for UG, PG and Ph.D. students shall be Rs. 10,000/-, Rs. 15,000/- and 25,000/- respectively.
- c) Staff Member(s) involved in the Consultancy/Testing/EDP is allowed to work for a maximum honorarium of 100% of Gross Annual Salary of the Previous Financial Year. If the honorarium amount exceeds the value mentioned in the norms, approval of the Director is mandatory. The consultancy job should not interfere with the regular duties of the Staff Member(s).
- d) Disbursement of consultancy fees will be made only after the submission of the Final Report and Satisfactory Completion Certificate (from the client in Form CT-6) and filling the Consultancy Completion and Apportionment Proforma (Form CT-7).
- e) Project Staff appointed with consolidated pay under the projects are not eligible for any honorarium.
- f) The minimum honorarium for conducting theory classes (online/offline) for EDP/training programmes is Rs. 6000/- per hour for Indian Expert and US\$100 per hour (or equivalent in other currency) for foreign expert.
- g) If a faculty member wants to be a consultant for discussions/suggestions/advice for external clients, the following are the indicative rate; not restricting to either minimum or maximum criteria:

Professor: Rs. 20000/- per hour

Associate Professor: Rs. 15000/- per hour

Assistant Professor: Rs. 10000/- per hour

However, the Consultant-in-Charge (CI) has the freedom to fix the Consultant fee after negotiate with the firm based on brain-hour basis. CI is also free to fix a lumpsum charges, if the service is given for longer duration. Nevertheless, before accepting the offer, the concerned faculty must inform and take administrative approval for her/his involvement from the Dean (R&D).

7. Standard Terms and Conditions

These guidelines shall be applicable for all the Consultancy/Testing/EDP Projects executed by the IPE.

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7.1 Declaration: All the work undertaken by IIPE as part of the consultancy project will be in good faith and based on material/data/other relevant information given by the client and established protocols governing the state-of-the-art.

7.2 Confidentiality: The concerned CI/Co-CI and the persons in possession of such confidential information shall take due care in maintaining integrity and discretion regarding confidential information received from the client, including but not limited to data, results, reports and identity of the client. However, this clause of Confidentiality shall be applicable to an individual not on the entire Institute. The confidential information shall remain the sole property of Disclosing Party. However, the Confidentiality clause shall not apply with respect to any portion of the confidential information received from the Disclosing Party which:

- a. was known to Receiving Party prior to disclosure by Disclosing Party,
- b. is lawfully obtained by Receiving Party from a third party under no obligation of confidentiality,
- c. is or becomes generally known or publicly available other than by unauthorized disclosure,
- d. is independently developed by Receiving Party or
- e. is disclosed by the Disclosing Party to a third party without a duty of confidentiality on the third party.
- f. is required to be disclosed under the law or decree.
- g. the confidential information shall remain the sole property of Disclosing Party.

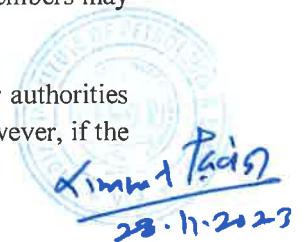
7.3 Reports: Any deliverables including but not limited to consultancy reports, intellectual properties, data, information, process specifications provided by the IIPE will be based on work performed considering literature available in the open domain. In any case, this report may not be construed as a legal document and cannot be used as evidence in any legal proceedings, it shall not be construed as a certificate or endorsement and shall not be used for marketing of the products or the processes, without prior written consent from the IIPE. 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, without disclosing the identity and location of the agency. However, for publication, the data under the consultancy project, IIPE shall notify the client/agency in writing at least 45 days before such publication/submission of the article for publication.

7.4 Payment: Every Client shall preferably deposit 100% of the total project cost in advance to the Institute, in order to initiate the project. However, the payment terms as mutually agreed between the client and CI are also accepted. This amount shall cover the mandatory charges such as the Institute overhead and the applicable taxes. The charges will also include any applicable tax as prescribed by the GoI from time to time. GST / Applicable taxes will be payable by the client. If any demand arises in future out of GST or any other audit the same will be payable by the client. Benefit of tax exemption U/S 10 (23) (iii ab) of IT Act 1961, may be given to the institute at the time of releasing the payment. In case the client does not deposit the total cost of the consultancy within a period equal to two times the original period, then this amount shall be taken over by the Institute and the project stands terminated with no further notice.

7.5 Termination: The project may be terminated by either party by giving other party a notice period of 30 days. However, both parties will meet any residual obligations in connection with the project.

7.6 Conflict of Interest: The concerned Faculty (Consultant In-charge) from IIPE will ensure that there is no conflict of interest in undertaking similar projects. However, this clause of Conflict of interest shall be applicable in the individual capacity but not on the entire Institute, other faculty members may take consultancy in similar or same areas.

7.7 Disputes: In case there is any dispute between the Institute and client, then the higher authorities from the respective organizations shall try to settle the dispute in an amicable manner. However, if the dispute still persists then there shall be two options for disputes resolution:


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- a. Courts: The matter shall be referred to civil courts of competent jurisdiction.
- b. Arbitration: An arbitrator shall be appointed by the mutual consent of the parties from the panel of Indian Council of Arbitrators.

7.8 Work Performance: Every effort will be made to complete the specified work according to the planned time schedule. However, IPE will not be held responsible for delays caused beyond its reasonable control.

7.9 Retainership: Retainership is an assignment with a fixed frequency. With the permission of the Director, the faculty members of the Institute can accept retainership from the reputed organizations. For this purpose, the faculty concerned may utilize one day per week or four days in a month during an academic year with prior approval of the Director provided alternate arrangements for classes and other commitments are made by faculty member.

7.10 Disclaimer: Any and all deliverables including but not limited to reports, know-how, Intellectual Property, data, information by the Institute under the Consultancy is on an as-is-where-is basis and the Institute does not make any representations, conditions, or warranties, either express or implied, with respect to such deliverables. IPE will not be liable for any damage or loss, whether direct, consequential, incidental, or special which the company or Clients or its agents suffer arising from any defect, error or fault of the deliverables or its failure to perform. The Institute does not give any warranty of fitness for a particular purpose, or merchantability. The Company/Client acknowledges that it has been advised by IPE to undertake its own due diligence regarding the deliverables before its commercial launch or sale. All the deliverables pursuant to the consultancy/testing project are generated using academic methodology and hence are transferred on as-is-where-is basis. The institute and/or employee(s)/student(s) shall not be liable for loss or damage of any kind whatsoever.

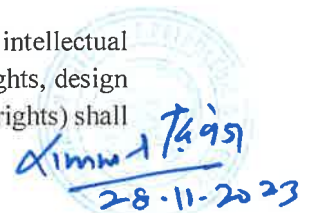
7.11 Indemnification by the Client/Company: The Company or client shall expressly indemnify, hold harmless and defend IPE, its Board of Governors, officers, employees, faculty, students, invitees, and agents (the "Indemnified Parties") against any and all third party demands, claims, actions of any nature or kind whatsoever ("Claims"), liabilities, damages, ("Losses") arising out of or in any way associated with the Consultancy, including, without limitation, the use, manufacture, marketing and sale, whether by Clients or persons deriving title from the client.

7.12 Third-party Intellectual Property Infringement: The Institute shall not give any undertaking that the deliverables are free from all any third-party Intellectual Property infringement. Nothing shall constitute any warranty or representation by IPE as to title to the Deliverables or that anything made, used, sold or otherwise disposed of under any license granted under Consultancy is or will be free from claims or allegations of infringement of patents, copyrights, trade-marks, industrial design or other intellectual property rights.

7.13 Completion Report: The client shall give a completion report within 45 days or as specified in the proposal stating that the performance of Institute under Consultancy is to its satisfaction, so that the Institute may close the Consultancy assignment. In case the company or client does not give a completion report within the stipulated time then it shall be deemed that the report has been accepted by the company or client and the project shall be deemed to be successfully completed and all the obligations of the institute under the agreement have been complied with.

7.14 Ownership of Project Intellectual Property: All the Intellectual Property generated under the project shall be exclusively owned by the Company. However, IPE shall be free to use the intellectual property developed during the Project for its own internal teaching, further research, educational and publication.

7.15 Ownership of the Background Intellectual Property: Ownership of any background intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) shall be owned by the party developing such Intellectual Property.



Signature: *Amrinder Singh*
Date: 28.11.2023

7.16 Ownership of the Intellectual Property post completion of the Consultancy project: Any modification, research, improvements done over the deliverables after completion and/or termination of the project shall be treated as a separate Intellectual Property and shall be owned by the party making such improvements.

7.17 Notwithstanding anything contrary contained herein the Project Intellectual Property shall have deemed to be owned by IIPE in case, the Company fails to deposit the project money within the stipulated time.

7.18 There is no criminal/civil liability to the Consulting Team and IIPE.

7.19 EXCEPTION CLAUSE: These Consultancy rules shall normally be applicable to all consultancies, testing services, retainership, technology transfer, intellectual property rights arising out of consultancy. Any exception / deviation to these rules may be considered by the Director / Competent Authority for approval depending on the merits of the case.


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