

GUIDELINES FOR MoU/AGREEMENT

The following clauses shall be included for an MoU/Agreement between a Client and AU for a Consultancy project, Additional clauses may be added if considered necessary:

1. General

This includes the reference to the proposed Consultancy and identifies the parties entering into an MoU/MoA.

2. Scope

This section details the nature of work, its limitations and the anticipated outcome of the project.

3. Time Frame

This clause shall indicate the duration of the project, milestones and deliverables.

4. Consultancy Charges and payment terms

The charges for consultancy shall be indicated including service tax and terms of payment.

5. Responsibilities

The responsibilities of the various parties and the allocation of tasks must be clearly indicated.

6. Patents/Publications

IPR issues relating to patents or publications arising from the proposed Consultancy project shall be clearly indicated.

7. Force Majeure

This clause shall be included in order to safeguard the interests of the various parties due to one or more of the unforeseen force majeure events

8. Arbitration

The document shall provide for a suitable channel to settle any disputes or differences that may arise during execution of the Consultancy project.

9. Liability

The maximum acceptable liability in the event of premature termination of the project shall be indicated.

10. Amendment to the MoU

The provision for amendments to one or more clauses of the MoU through mutual consent, at any stage during work of the project, due to any reason whatsoever shall be specified.

The PI shall be responsible for legal vetting of the MoU/MoA.