

## Model Agreement for Consultancy Service

This agreement is made on the ----- 19----- between the Indian Council of Agricultural Research Society, Dr. Rajendra Prasad Road, Krishi Bhawan, New Delhi. A society registered under the Societies Registration Act XXI of 1860 (hereinafter called the Council) of the one part and ----- of the other hereinafter called the client of the other part.

Whereas the Council/ Institutes/ Labs developed new technologies in Agriculture, Animal Husbandry and other allied disciplines.

AND WHEREAS the said-----is in need of Consultancy Services in Agricultural/ Animal Husbandry/ Other allied disciplines and for the said purpose requested the Council/ Institute and the Council/ Institute is agreeable to act as its consultant through experts from its Institute/ Labs.

NOW THEREFORE, this agreement witnesseth as under:

1. The ----- shall be consultant of ----- in respect of the matters covered under this agreement.
2. The consultancy services shall cover technical advice and assistance relating to -----
  - a) ----
  - b) ----
3. The client shall provide all basic data available with them and afford all facilities to the Council's/ Institute's Consultant for fulfilment of the consultancy under this agreement.
4. The client shall employ competent technical personnel namely Scientists/ Technicians, Chemists, etc. for implementation of the advice and consultancy provided. The decision of the Director of the Consultant Institute referred above shall be final in this regard.
5. The client shall be liable for the insurance coverage compensation in case of injuries/ death caused to the Council's/ Institute's consultant by accident otherwise arising out of and in the course of his/her employment as consultant.
6. The responsibility of the consultant Institute be limited to the technical advice on matters prepared to by and covered under this agreement. All procedure/ legal/ operational matters will be responsibility of the -----
7. The amount of consultancy fee shall be ----- . The ----- shall pay 50% of total consultancy cost at the time of commencement of the project, 35% after submission of draft report and the balance 15% immediately of deferred payment are to be backed by bank guarantees.
8. This agreement shall come into force with effect from the date written herein above and shall be for a period of ----- month/ years. On the expiry of the aforesaid period it can be extended for further period on such terms and conditions as may be decided or agreed mutually between the parties on execution of a fresh agreement for the extended period.
9. Either party may at any time terminate this agreement by giving one calendar month's notice in writing to the other party. A notice required to be sent personally under this agreement shall be sufficiently served on the parties if delivered to them personally or despatched by the address hereingiven under registered post.
10. In the event of termination of the agreement at Para 9 above, the ----- shall not be entitled for refund of consultancy fee paid in advance to the Council/ Consultant Institute.
11. The Council/Consultant Institute shall at the request of the ----- deput consultant for advice at the work of ----- for which TA/ DA be payable by the ----- if not already included in the consultancy fee.
12. The Council and the Consultant Institutes shall not, if any, be responsible for any damage to the property/ plant/ material of the ----- during the course of or consequent to the consultancy service being provided.
13. Any dispute between the parties arising out of or in connection with this agreement shall be referred to the sole arbitration of the Director-General of the Council or any officer appointed by him as the case may and the award of the arbitration shall be final and binding on both the parties.
14. In witness whereof the above named parties have set their hands, Shri ----- acting for the Council and Shri ----- acting for the ----- the day and the year first above written.

For and on behalf  
Of the Council/ Institute

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Witness

1        1

2        2

For and on behalf of  
the -----

Witness

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