



# NATURE SCIENCE FOUNDATION

## Coimbatore 641 004, Tamil Nadu, India

### NSF/GR/T&C - General Terms & Conditions for Service Contract

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Any Legal Entity (Institute / University / Industries / Colleges / Government and Public Sectors) that submits a service request form to Foundation or accepts and signs a quotation issued by the Foundation for its performance of services is the "Client" under these General Conditions of Service.

Nature Science Foundation (NSF) accepting the service request form and issuing the Report documenting the results of those Services is the "Foundation" under these Conditions of Service. Foundation and Client are, together, the "Parties" and each is a "Party". A request for Services constitutes a legally binding Agreement on both Parties when such a request is accepted by the Foundation ("Agreement") under the following general terms and conditions:

#### **1. Services:**

- (a) This Service will not be linked to a Client engaged in the design, manufacture, supply, installation, purchase, ownership, use or maintenance of the items inspected.
- (b) The completion of the Services shall be evidenced by the Foundation submission of report to the Client. The report contains the observation and results of the services.
- (c) The findings as observed and recorded by the foundation with the support of data sheet, checklist and instruction, documents received from the Client will be delivered in the report.
- (d) Client shall provide all the documents, information and necessary support to perform the Service in the scheduled time line.
- (e) Client accepts sole responsibility and liability for the accuracy of documents submitted to government or other regulatory bodies, including certificates of compliance required under applicable statutory Acts / regulations.

#### **2. Payment:**

50% of advance payment to be done along with the WO/PO and balance amount after the submission of audit reports and certificates.

#### **3. Intellectual Property:**

The names, service marks, trademarks, and copyrights of the Foundation (the "Marks") are the sole property of Foundation and shall not be used by Client. Client shall not take any action that might impair the quality associated with the Marks or reputation of the Foundation.

#### **4. Maintenance of confidentiality:**

Clients should maintain 100% confidentiality without partiality and maintain integrity in all aspects with NSF. Clients and NSF both will maintain confidentiality on the audit findings, checklist, quotation, invoice, etc. Confidentiality of data, information gathered

during the inspection will be maintained confidentially by the NSF, Subcontractors and empaneled members.

#### **5. Relationship:**

(a) Nothing herein creates a partnership, consultancy, agency, or joint venture between the Parties.

(b) For a period of five years after the commencement of this Agreement, Client shall not try to solicit for employment any of Company's employees.

#### **6. Indemnity:**

Client shall hold harmless and indemnify Foundation, and their respective head of the Organisation, employees, against all third-party claims for loss, damage, injury, death, or expense of whatever nature, including but not limited to claims arising from or relating to

- (i) the performance of any services by company,
- (ii) breach of client's obligations or warranties to end user.

#### **7. Limitations of Liability:**

(a) Foundation shall not be liable for any direct or indirect loss in line with service provided by the Foundation.

(b) the entire financial and legal liability of company in respect of any claim for loss, indemnity, or damage of whatever nature shall not exceed an amount equal the amount of fees paid to company for the specific service rendered on a particular day which gave rise to such claim.

#### **8. Force Majeure:**

In case of any force majeure event or any event outside the control of Foundation occurs, Foundation may immediately cancel or suspend its performance under the contract without incurring any liability whatsoever to Client.

#### **9. Complaints and Appeals:**

Any interested Party may download the complaints and appeals form from the website [www.nsfonline.org.in](http://www.nsfonline.org.in), fill their queries and send mail to [director@nsfonline.org.in](mailto:director@nsfonline.org.in). Director and Chairman will enquire and clear within two weeks of time.

- All Clients should maintain 100% confidentiality without partiality and maintaining integrity in all aspects with NSF.
- Clients should maintain the confidentiality regarding Audit Quotations, Invoices, Work Orders and Invitation Mail.
- The audit checklist, certificates and report cannot be shared by clients with anybody other than government organizations like NAAC, NBA, etc.
- Clients are required to fulfil the Inspection team's logistical needs, including travel arrangements, food and accommodation, and the data needed for audit reports and certificates within the prescribed period.
- In order to visit the locations during the onsite audit that are relevant to the Checklist, the clients must make arrangements for a guide.
- Concerning risk analysis, clients are asked not to engage from creating any pressure on NSF based on ownership, governance, personnel, shared resources, financing, contracts, marketing or client referrals.
- Clients are required to submit the Feedback forms to the NSF following the Inspections.
- Director and Chairman will handle complaints and appeals regarding integrity, impartiality or secrecy in accordance with NSF's complaints and appeals procedures.
- The organization shall not be liable for any loss, damage or expense resulting from (i) Client's breach of any of its obligations under this agreement; (ii) actions taken or not taken based on the reports or the certificates and (iii) any insufficient data, reports or certificates resulting from unclear, incorrect, incomplete, misleading or false information provided to NSF.