



**Memorandum of Understanding
for Standardization & Conformity Assessment Collaboration Between**

**Bureau of Indian standards
and
KLE Technological University**

This Memorandum of Understanding ('MoU') is made on **04 AUG 2023** between the Bureau of Indian Standards, the National Standards Body of India established under the Bureau of Indian Standards Act, 2016 for the harmonious development of the activities of standardization, conformity assessment and quality assurance of goods, articles, processes, systems and services and for matters connected therewith or incidental thereto, having its Headquarters at 'Manak Bhavan', 9 Bahadur Shah Zafar Marg, New Delhi -110002, hereinafter referred to as the Bureau, or the FIRST PARTY,

and

KLE Technological University, a state University incorporated under Karnataka State Private University Act-2013 and having its registered office at BVB Campus, Vidyanagar, Hubballi, Karnataka 580031. The KLE Technological University, an institute having expertise in the area of scientific and technological education and research, and the application of scientific knowledge and technology to human advancement and social development, established under the Institute of Technology Act, 1961. The National Institutes of Technology, Science Education and Research Act, 2007. The University Grants Commission Act, 1956 (as applicable), enacted by the Parliament of Republic of India, having its office at BVB Campus, Vidyanagar, Hubballi, Karnataka 580031 hereinafter referred to as KLE Technological University, or the SECOND PARTY.

Both the Bureau and KLE Technological University hereinafter refer to individually as the 'Party' and collectively as 'Parties'.

1. General

The Bureau, with this Memorandum of Understanding (MoU) with KLE Technological University intends to develop collaborative activities in the field of Standardization and Conformity Assessment on the basis of equality and reciprocity and in accordance with terms and conditions set forth in this memorandum of understanding (MoU). The collaboration will be established within the principles set out in the following sections.

2. Objectives

2.1 Both the Parties agree to develop the following collaborative activities in the areas of Standardization and Conformity Assessment on the basis of equality and reciprocity.

2.2 KLE Technological University and the Bureau agree to collaborate in the following areas:

- a) participate in Standardization activity through Technical Committees of the Bureau at National & International level.
- b) undertake R&D Projects related to standardization and conformity assessment,
- c) develop infrastructure support for R&D Projects of relevance to standardization. The Bureau will provide infrastructure support for R&D Projects of relevance to Standardization. The terms and conditions for infrastructure support and finance to be jointly worked out based on the R&D Projects.
- d) provide IT based technological solutions regarding various activities of the Bureau, including Conformity Assessment processes, as and when required. The detailed guidelines for such projects would be worked out separately as may be mutually agreed to.
- e) jointly organize seminars, conferences, workshops symposia or lectures on topics of Standardization and Conformity Assessment and to invite each other's faculty to participate therein.

- f) exchange publications and other literature of common interest related to Standardization and Conformity Assessment.
- g) exchange information on research and educational programmes and other programmes relevant to Standardization and Conformity Assessment.
- h) KLE Technological University to consider introduction of topics on standardization in academics for which the Bureau would provide all inputs required to create teaching modules on the concept of Standardization and Conformity Assessment.
- i) jointly organize training and short-term education programmes on Standardization and Conformity Assessment.
- j) explore the possibility for setting up a Centre of Excellence in the field of Standardization, Testing & Conformity Assessment at KLE Technological University.
- k) explore the possibility of hiring of KLE Technological University faculty as consultants on secondment basis.
- l) explore the possibility of using laboratory facilities available at KLE Technological University for catering to the needs of various Conformity Assessment Schemes of the Bureau.
- m) any other mutually agreed to area of collaboration.

2.3 Terms and conditions for various collaboration will be worked out under mutual agreement.

3. Intellectual Property Rights:

3.1 Ownership of any 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, developed solely by KLE Technological University shall be vested with that Party.

3.2 Ownership of any 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, developed solely by the Bureau shall be vested with that Party.

3.3 In cases of joint inventions, the IP's shall be held jointly and the protected and filed in joint names of KLE Technological University.

4. Effective Date, Duration, Termination of the MoU:

4.1 This MoU shall be effective from the Effective Date and shall remain in force for a period of five (5) years therefrom. The parties may extend the term as mutually agreed to, in writing. This MoU may be terminated by either Party by giving a written notice of Fifteen (15) days to the other Party hereto.

5. Confidentiality

5.1 The Receiving Party shall ensure confidentiality of documents and information received and marked as confidential of the Disclosing Party, within the framework of this MoU. The documentation and information can be shared with a third party only with the written consent of the Disclosing Party.

5.2 The obligation of non-disclosure of such documentation and information shall survive till the validity of this MoU.

6. Warranty

6.1 Any and all deliverables, information, proposed publication, materials, reports, Services, intellectual property, other property or rights ("Results") and Confidential Information, granted or provided by KLE Technological University pursuant to this MoU are on an as-is-where-is basis. KLE Technological University does not make any warranties of any kind, either express or implied, as to any matter including, but not limited to, warranty of fitness for particular purpose, or merchantability, exclusivity or results obtained from use. KLE Technological University or its personnel shall not be liable for any loss or damage including third party damage that may arise out of usage of the Results or/and Confidential Information, by the Bureau under this MoU.

7. Resolution of Disputes

The Bureau and KLE Technological University will jointly resolve the dispute in a spirit of independence and shared responsibility. In case, there be a dispute relating to any aspect of the cooperation, KLE Technological University and the Bureau will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility. If the matter has not been resolved within 30 days of a party's request for negotiation, either party may initiate arbitration as provided hereinafter. If such attempts at negotiation fail, the Parties agree that any disputes arising from this Memorandum shall be decided by arbitration by a sole arbitrator (appointed by the mutual consent of the parties) which shall be conducted, upon request by either party, in Hubballi, in English, in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The cost and expenses of the arbitration proceedings shall be

borne equally by the parties. Notwithstanding anything herein to the contrary, either party may proceed to the courts of Hubballi- Dharwad to obtain injunctive or other equitable relief at any time.

The interpretation and enforceability of this MoU shall be determined according to laws of India.

8. Amendment

This Memorandum of Understanding may be amended or supplemented at any time by written agreement between the Parties.

9. The MoU becomes effective by the signature of the Parties.

Signed



Prof. B S Anami


Registrar

KLE Technological University

Seal **REGISTRAR**
KLE Technological University
HUBBALLI-580 031.

Date: 30/8/2023.

Witness:


Dr. Karibasappa. K-G.
Professor. CE
KLE Tech Hubli

Date: 30/8/2023.

Signed



U. S. P. Yadav

Sc.F & Deputy Director General

Southern Region

Bureau of Indian Standards

Seal यू. एस. पी. यादव / U. S. P. YADAV
उप महानिदेशक (दक्षिण) / Deputy Director General (South)
भारतीय मानक ब्यूरो
BUREAU OF INDIAN STANDARDS
दक्षिण क्षेत्रीय कार्यालय, चौथा क्रॉस रोड, सी आई टी कैंपस,
Southern Regional Office, IV Cross Road, CIT Campus,
तरमणी, चेन्नै / Taramani, Chennai - 600 113.

Date: 04/08/2023

Witness:


Shri G. Venkatanarayanan

Scientist E/Director and MSCO(S)

Southern Regional Office

Bureau of Indian Standards

Date: 04/08/2023