



**Memorandum of Understanding
between
Bureau of Indian Standards
and
National Institute of Technology, Rourkela
for
Establishing BIS Standardization Chair Professorship**

This Memorandum of Understanding (MoU) is made on 31st of October, 2022 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 standardisation, conformity assessment and quality assurance of goods, articles, processes, systems and services and for matters connected therewith or incidental thereto, having its Head Quarters at 'Manak Bhavan', 9 Bahadur Shah Zafar Marg, New Delhi - 110002, hereinafter referred to as the **Bureau**, or the **FIRST PARTY**,

and

The **National Institute of Technology Rourkela**, 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 Sector 1, Rourkela, Odisha, India, 769008 hereinafter referred to as **NITR**, or the **SECOND PARTY**.

Both the Bureau and NIT Rourkela hereinafter refer to individually as the 'Party' and collectively as the 'Parties'.

1. General

The Bureau, with this Memorandum of Understanding (MoU) with NITR intends to develop collaborative activities in the field of Standardization and Conformity Assessment on the basis of equality and reciprocity.

For the purpose, through this MoU it is intended to appoint a Chair in the

P. Anand

D. S. Swain

field of Standardization and Conformity Assessment for which the Bureau will provide financial support to NITR.

2. Objectives

The creation of a BIS Standardization Chair is for research & development, teaching and training in the field of Standardization and Conformity Assessment in the country with focus on the areas of civil, electrical, mechanical, chemical, earthquake engineering, development and management of water resources and renewable energy projects, infrastructure development, medical biotechnology & nanotechnology, biomaterials, etc. (as mutually agreed).

3. Activities

The BIS Standardization Chair Professor is expected to provide leadership in one, or more, of the following areas:

- a) Coordinating R&D efforts towards development of standards and inputs to the drafts of new Indian Standards or revision/amendment of Indian Standards or are of relevance to Conformity Assessment Schemes of the Bureau.
- b) Identifying and facilitating the integration of existing R&D project outputs with standards, as may be relevant.
- c) Undertaking review of Indian Standards involving thorough analysis of technical developments that have taken place in the product/processes/practices/use or application/testing/input materials, the international standards available, etc relevant to the standard under review.
- d) Preparation of handbooks/literature/case studies on implementation of Indian Standards and Conformity Assessment.
- e) Sensitizing and strengthening participation of the faculty/professors of NITR in standards formulation activities of the Bureau.
- f) Promoting the integration of Indian Standards in course curricula of NITR and for initiating short term course on standardization in NITR.

Samod *Basu*

- g) Organization of BIS- NITR joint seminars, conferences, workshops, symposia or lectures on topics of Standardization and Conformity Assessment of common interest for dissemination of knowledge. At least one lecture to be given by the Chair Professor every year at an event organized by the Bureau.
- h) Designing and executing short-term capacity-building programmes and training programmes on Standardization and Conformity Assessment.
- i) Exchange with incubation centres in NITR for promoting how standards can encourage/facilitate innovation.

4. Contribution

4.1 *Bureau's Contribution*

In order to create a corpus fund at NITR, the Bureau will provide a non-refundable endowment of Rs. **1 Crore** in a single installment for creating BIS Standardization Chair Professorship at NITR. The expenditure related to the Chair, including honorarium, contingency and travel shall be met from the interest accrued on the corpus. The endowment fund shall be managed and maintained by NITR in perpetuity. Specific projects or studies identified or conceived or facilitated through this Chair will need separate funding as per the requirement of the project.

4.2 *Responsibility of NITR*

NITR shall provide adequate and suitable office and laboratory space, access to the library and other central facilities such as Institute Computer Centre, Institute Instrumentation Centre etc to help BIS Standardization Chair Professor to carry out his/her mandate.

4.3 *Utilization Reports*

The Chair incumbent will submit an Annual Report to the Bureau indicating his/her accomplishments, achievements, and activities after the completion of each financial year. 'NITR' will also submit an audited statement of accounts in respect of receipts and expenditures from the funds utilized towards this Faculty Chair in the prescribed format after the completion of each financial year.

Prasad

Basu

5. Selection of the Chair Professor

The Chair Professor will be selected through an open advertisement as per the norms of National Institute of Technology Rourkela. NITR will take steps to ensure that the BIS Standardization Chair Professor is appointed within six months of the signing of the MoU.

6. Monitoring and Tenure of Chair Professor

6.1 For effective functioning of the Chair, the following Steering Committee will meet as and when required:

- a) Director, NITR – Chairperson
- b) Nominee of the Bureau (to be decided) – Member
- c) BIS Standardization Chair Professor – Convener

6.2 The Chair Professor shall submit the detailed report of the projects/assignments (completed & ongoing) to the Steering Committee every year.

6.3 The tenure of the Chair Professor will be three years.

6.4 Due caution would be exercised by NITR in dissemination/publication of any information/data/findings of a sensitive/classified nature, emanating out of this collaboration. Bureau's support is to be duly acknowledged in publications by the Chair Professor.

6.5 Nothing contained herein shall be construed as establishing or creating a relationship of master and servant or principal and agent between the Bureau and NITR or the employees of the Bureau and NITR or the Chair appointees and BIS or any person directly or indirectly associated with this collaboration.

6.6 All activities of the Bureau and NITR, in relation to the BIS Standardization Chair Professorship, will be as per the policies and guidelines laid down by the Bureau and NITR within the framework of this MoU on Standardization and Conformity Assessment.

7. Confidentiality

a. The Receiving Party shall ensure the 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.

Pranod

Basuwar

b. The obligation of non-disclosure of such documentation and information shall survive for 3 years after expiry / termination of this MoU.

8. Resolution of Disputes

Dispute Resolution: In case of any dispute that cannot be resolved amicably, it shall be referred to Sole Arbitrator appointed by the Director General of the Bureau of Indian standards, whose decision shall be final and binding upon both the parties. The provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time, shall be applicable. The Bureau and NITR, will jointly resolve the dispute in a spirit of independence and shared responsibility.

9. Right to Intellectual Property and confidentiality

The copyright of all documents/literary works arising from this MoU shall be owned by the Bureau. The documents and information of the Bureau must not be shared with third parties or reproduced, whether in whole or part, without the prior written consent of the Competent Authority of the Bureau;

10. Governing Law and Jurisdiction

The Hon'ble courts at Delhi alone shall have the jurisdiction to try and decide the lawsuit arising out of this MoU.

11. Effective Date and Duration

This Memorandum of Understanding shall be effective from the date of the signing by both the parties and shall remain in force for a period of ten years therefrom. Thereafter it shall be automatically renewed for successive ten-year periods. The Parties may renew the term of the MoU by mutual consent of both the parties.

12. Termination of the MoU

The MoU may be terminated by BIS any time by giving a written notice of 6 months to NITR.

Pramod

Basu

13. Amendment

This Memorandum of Understanding may be amended and supplemented at any time by written consent of both the Parties.

Signed



(Pramod Kumar Tiwari)

Director General

Bureau of Indian Standards,

New Delhi

Seal

प्रमोद कुमार तिवारी, आई.ए.एस.
PRAMOD KUMAR TIWARI, IAS
सहायनियंत्रक / Director General
भारतीय मानक ब्यूरो
BUREAU OF INDIAN STANDARDS
उपभोग्य पदार्थ, खाद्य एवं वितरण विभाग, नया दिल्ली
Ministry of Consumer Affairs, Food & Public Distribution
भारत सरकार / Government of India
9, बहादुरशाह जफर मार्ग, नई दिल्ली-110002
Bahadur Shah Zafar Marg, New Delhi-110002

Date: 31.10.2022

Witness:



(Sanjay Pant)

Sc-F & Deputy Director General

(Standardization –II)

Bureau of Indian Standards,

New Delhi

Date: 31.10.2022

Signed



(Prof. K. Umamaheshwar Rao)

Director

National Institute of Technology,

Rourkela

Seal

DIRECTOR
National Institute of Technology
Rourkela - 769008 (ODISHA)

Date: 31.10.2022

Witness:



(Prof. Chandan Kumar Sahoo)

Dean (FW)

National Institute of Technology,

Rourkela

Dean (Faculty Welfare)
National Institute of Technology Rourkela

Date: 31.10.2022