



Memorandum of Understanding
for Standardization & Conformity Assessment Collaboration Between

Bureau of Indian standards
and
(National Institute of Technology Patna)

This Memorandum of Understanding ('MoU') is made on 12 January 2024 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

The National Institute of Technology Patna, 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 Ashok Rajpath, Patna – 800005 (Bihar) hereinafter referred to as NITP, or the SECOND PARTY.

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

1. General

1.1 The Bureau, with this Memorandum of Understanding (MoU) with NITP 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.

1.2 NITP shall nominate a Nodal Officer, who may be called Education Outreach Coordinator.

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 NITP 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) NITP 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 NITP.
- k) Explore the possibility of hiring of NITP faculty as consultants on secondment basis.
- l) Explore the possibility of using laboratory facilities available at NITP 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 NITP 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.

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 sixty (60) 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 NITP pursuant to this MoU are on an as-is-where-is basis. NITP 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. NITP 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 NITP 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, NITP and the Bureau will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility.

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



(Name) ASIT NARAYAN

(Designation) REGISTRAR

(National Institute of Technology Patna)

Seal

कुलसचिव/Registrar
राष्ट्रीय प्रौद्योगिकी संस्थान पटना
National Institute of Technology Patna
पटना-800 005, बिहार, भारत/Patna-800 005, Bihar, India

Date:

Witness:



Date: 12.01.2024

Signed



(Name) D. CHAKRABARTI.

(Designation) SC-G & DDGE

Bureau of Indian Standards

Seal

दिव्येन्दु चक्रवर्ती / DIBYENDU CHAKRABARTI
उप महानिदेशक (पूर्व) / Dy. Director General (Eastern)
भारतीय मानक ब्यूरो / BUREAU OF INDIAN STANDARDS
एन एन आई सी भवन (आठवीं मंजिल), प्लॉट नंबर 7/7, 7/8,
ब्लॉक - सी.पी. सेक्टर - V, सोल्ट लेक, कोलकाता - 700091
NSIC Building (8th Floor) at Plot No. 7/7, 7/8,
Block - CP, Sector - V, Salt Lake, Kolkata - 700091

Date: 12-01-2024

Witness: Koushik Dutta

कौशिक दत्ता
KOUSHIK DUTTA
वैज्ञानिक - "ई" / निदेशक एवं प्रमुख
Scientist - "E"/Director & Head
पटना शाखा प्रयोगशाला
Patna Branch Laboratory
भारतीय मानक ब्यूरो
Bureau of Indian Standards

Date: 12/01/24