



Memorandum of Understanding
for
Standardization & Conformity Assessment Collaboration
between
Bureau of Indian standards
&
National Institute of Technology Srinagar

This Memorandum of Understanding ('MoU') is made on ___ Day of _____ 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

National Institute of Technology Srinagar, a Centrally Funded Technical Institute, established under National Institutes of Technology Act, 2007, having Educational Campus & Administrative Offices at Hazratbal, Srinagar, J&K-1 90006 (hereinafter referred to as the NIT Srinagar & acting through its **Director** as its "Signing Authority", which expression shall, unless excluded by or repugnant to the context be deemed include its successors-in-interest and assigns) or the SECOND PARTY.

Both the Bureau and National Institute of Technology Srinagar hereinafter refer to individually as the 'Party' and collectively as 'Parties'.

1. General



- 1.1. The Bureau, with this Memorandum of Understanding (MoU) with National Institute of Technology Srinagar 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. National Institute of Technology Srinagar 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 National Institute of Technology Srinagar 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) National Institute of Technology Srinagar 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 National Institute of Technology Srinagar
- k) explore the possibility of hiring of National Institute of Technology Srinagar faculty as consultants on secondment basis.
- l) Explore the possibility of using laboratory facilities available at National Institute of Technology Srinagar 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 National Institute of Technology Srinagar 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 there from. 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 National Institute of Technology Srinagar pursuant to this MoU are on an as-is-where-is basis. National Institute of Technology Srinagar 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. National Institute of Technology Srinagar 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

Any dispute between the parties arising in connection with the performance of this MoU shall be resolved amicably between the parties through a process of negotiation by the representatives of both the parties.

In case the dispute is not resolved, then it shall be referred to and be resolved through final and binding arbitration. Any decision reached by the Arbitrator shall be final and binding.

8. Force Majeure

The usual force majeure clauses and conditions shall apply to any time bound projects or tasks or assignments undertaken by either party on behalf of the other party.

9. Severability

The construction, interpretation and enforcement of this MoU shall be governed by the present judicial laws available. Should any portion of this MoU be judicially determined to be illegal or unenforceable, the remainder of the MoU shall continue in full force and effect, and either party may re-negotiate the terms affected by the severance.

10. Amendment

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



In witness whereof, the parties to this MoU through their duly authorized representatives have executed this MoU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MoU as set forth herein.
The effective date of this MoU is the date of the signature last affixed to this page.

SIGNED FOR AND ON BEHALF OF

Signed

Prof. Anisetti Ravinder Nath,

Director,

National Institute of Technology Srinagar.

Seal

निदेशक
राष्ट्रीय प्रौद्योगिकी संस्थान श्रीनगर
हजरतबल-१९०००६, जम्मू और कश्मीर, भारत
DIRECTOR
National Institute of Technology Srinagar
Hazratbal-190006, J&K, India

Date: 27/03/2024

Witness:

कुलराशि
राष्ट्रीय प्रौद्योगिकी संस्थान श्रीनगर
हजरतबल-१९०००६, जम्मू और कश्मीर, भारत
REGISTRAR
National Institute of Technology Srinagar
Hazratbal-190006, J&K, India

Date: 27/03/2024

Signed

(Name)

(Designation)

Bureau of Indian Standards

Seal

राजीव पी
Rajeev P
वैज्ञानिक-जी/उपमहानिदेशक
Scientist-G/Deputy Director General
भारतीय मानक ब्यूरो
Bureau of Indian Standards
उत्तर क्षेत्रीय कार्यालय
NORTHERN REGIONAL OFFICE
फ्लॉट नं० ४-ए, सेक्टर २७-बी चण्डीगढ़
Plot No. 4-A, Sec. 27-B, Chandigarh

Date:

Witness:

तिलक राज / TILAK RAJ
प्रमुख / Head
भारतीय मानक ब्यूरो / BUREAU OF INDIAN STANDARDS
जम्मू और कश्मीर शाखा / J&K Branch
लेन नं. ४, सिडको औद्योगिक परिसर,
Lane No. 4, SIDCO Industrial Complex,
बरी ब्राह्मणा, जम्मू - १८११३३ (J&K)
Bari Brahmana, Jammu-181133 (J&K)

Date: