



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

**Bureau of Indian standards (BIS)
and
Cochin University of Science and Technology (CUSAT)**

This Memorandum of Understanding ('MoU') is made on (19th of December, 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

The **Cochin University of Science and Technology** established under CUSAT Act 1986 (Act 31 of 1986) in the country providing various degrees in the field of science, technology, humanities and social science subjects at graduates and doctoral levels, having its administrative office at Kalamassery, Ernakulam District, hereinafter referred to as **CUSAT**, or the SECOND PARTY.

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

1. General Terms of MoU

1.1 The Bureau, with this Memorandum of Understanding (MoU) with CUSAT 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 CUSAT 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 CUSAT 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) Provide internship opportunities for students of CUSAT.
- g) Exchange publications and other literature of common interest related to Standardization and Conformity Assessment.
- h) Exchange information on research and educational programmes and other programmes relevant to Standardization and Conformity Assessment.

- i) CUSAT 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.
- j) Jointly organize training and short-term education programmes on Standardization and Conformity Assessment.
- k) Explore the possibility for setting up a Centre of Excellence in the field of Standardization, Testing & Conformity Assessment at CUSAT.
- l) Explore the possibility of hiring of CUSAT faculty as consultants on secondment basis.
- m) Explore the possibility of using laboratory facilities available at CUSAT for catering to the needs of various Conformity Assessment Schemes of the Bureau.
- n) Any other mutually agreed to area of collaboration.

3. Technical and other Assistance:

For the successful implementation of the agreed activities, the parties hereby agree to share the technical and other assistance on mutual agreement.

4. General Obligation:

- a) Each Party hereby agrees to obtain prior permissions which are necessary for carrying out their respective part of the activities mentioned in this MoU from the concerned authorities.
- b) The Parties also agrees to carry out their respective part in good faith and in accordance with the laws and regulations in force for the time being.

4. Coordination

In order to carry out and achieve the objectives of this MoU, each of the parties will appoint an appropriate person to represent them and to coordinate the agreed activities.

6. Confidentiality:

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.

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

7. Intellectual Property Rights:

7.1 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 CUSAT shall be vested with that Party.

7.2 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.

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

8.1 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.

9. Modification / Amendments:

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

10. Resolution of Disputes:

The Bureau and CUSAT 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, CUSAT 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.

11. Warranty

Any and all deliverables, information, proposed publication, materials, reports, Services, intellectual property, other property or rights ("Results") and Confidential Information, granted or provided by CUSAT pursuant to this MoU are on an as-is-where-is basis. CUSAT 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. CUSAT 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.

12. Force Majeure

Neither Party shall be liable to the other Party in respect of any loss caused to such party on account of circumstances beyond the control of such party.

In agreement with the above terms of collaboration, the Parties have caused this MoU to be executed through their authorised representatives mentioned below on the 19th day of December 2023.

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

Signed



Dr. Meera V

Registrar

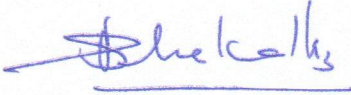
**Cochin University of Science and
Technology, Cochin – 682022**

Seal

**Dr. MEERA V.
Registrar
Cochin University of
Science and Technology
Kochi - 682 022. Kerala**

Date:

Witness:



Dr. Sam Thomas

Director, IQAC

**Cochin University of Science and
Technology, Cochin – 682022**

Date:

Signed



Shri. U.S.P Yadav

Deputy Director General

(Southern Region)

Bureau of Indian Standards

यू. एस. पी. यादव / U. S. P. YADAV
उप महानिदेशक (दक्षिण) / Deputy Director General (South)
भारतीय मानक ब्यूरो
Seal 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:

Witness:



Shri. A.Mohd. Ismail

Senior Director / Scientist-F

Bureau of Indian Standards

Kochi Branch Office

Date: **19/12/2023**