

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

**Bureau of Indian standards
and
BMS Institute of Technology and Management (BMSIT)**

This Memorandum of Understanding ('MoU') is made on _____ 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 BMS Institute of Technology and Management ,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 BMSIT, Doddaballapur Main Road, Avalahalli , Yelahanka, Bengaluru - 064 hereinafter referred to as BMS Institute of Technology and Management, or the SECOND PARTY.

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

1. General

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



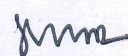
Dr. Mohan Babu G. N

Principal

BMS Institute of Technology and Management

PRINCIPAL
Seal **BMS Inst. of Tech. & Mgmt.**
Doddaballapur Main Road
Avalahalli, Yelahanka, B'lore-64

Date: **20.12.2023**

Witness: 

Dr. O. Gurumurthy

Assistant professor

Dept. of Mechanical Engineering

BMS Institute of Technology and Management

Date: **20.12.2023**

Signed



U S P Yadav

Scientist F & Deputy Director General

Southern Region Office

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

Date: **Southern Regional Office, IV Cross Road, CIT Campus,**
तरमणी, चेन्नै / Taramani, Chennai - 600 113.

Witness: 

Shri Amit Roy

Scientist F/Senior Director & Head

Bengaluru Branch Office

Bureau of India Standards

Date: