



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

**Bureau of Indian standards
and
Birla Institute of Technology and Science, (BITS) Pilani**

This Memorandum of Understanding ('MoU') is made on Twenty Ninth day of August, 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 represented by Director General or his nominee (hereinafter referred to as the " **BUREAU** ", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the FIRST PARTY.

and

Birla Institute of Technology and Science, (BITS) Pilani, having its campuses at Pilani, Dubai (UAE), Goa, Hyderabad and Mumbai, and is a deemed to be a University established vide Sec.3 of the UGC Act, 1956 under notification # F.12-23/63.U-2 of June 18, 1964, and has been granted the status of Institute of Eminence by Ministry of Education, Government of India (GoI) and having its registered office at Vidya Vihar, Pilani-333031 represented by

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Registrar, BITS Pilani, Pilani Campus, (hereinafter referred to as "**BITS**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the SECOND PARTY.

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

1. General

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

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 BITS 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) BITS 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 BITS.





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

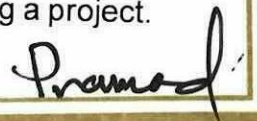
3.1 The development and implementation of specific activities developed under this MoU will be the subject of formal written agreements negotiated and entered into separately, which will deal with the financial arrangements, confidentiality, and other relevant matters. The roles and responsibilities of each Party will be decided in each definite agreement based on the scope of work of each project undertaken in this MoU.

3.2 Parties will designate one officer each who will develop and coordinate specific programs or activities between them.

4. Financial Commitment

4.1 This MoU does not involve any financial commitment from either party at the onset of signing this MoU.

4.2 In any of the projects, wherever financial aspects are involved, amount, payment conditions, scope of work, etc. would be spelled out clearly by both the Parties and will be recorded in the definitive agreement, before starting a project.



5. Management of the MoU

5.1 The management of this MoU will be carried out by a Coordinating Committee, composed of representatives from each institution involved, which will be responsible for all the areas involved.

5.2 The Coordinating Committee will prepare an annual follow-up report by the end of the term date of this MOU, which must describe all actions carried out, and should present an evaluation of their results.

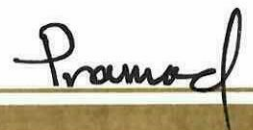
6. Intellectual Property Rights

6.1 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 BITS shall be vested with that Party.

6.2 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.

6.3 Based on contributions from inventors of respective Party, knowledge and/or intellectual property (IP) which can be covered by patents and other IP Rights will be filed either individually or jointly (as the case may be), on a case to case basis, under mutually agreed to terms.

6.4 Any Results which are generated by two or more Parties jointly and for which it is impossible to segregate each Party's intellectual contribution to the creation of such Results shall be referred to in this Agreement as "Joint Results". Joint Results shall be jointly owned by those Parties who have generated such



Joint Results (the "Joint Owners") in proportion to the respective contribution of each Party.

6.5 Provided however, that either Party may make use of, all information and data generated during this collaborative activity hereunder for its own internal research and academic purposes. Application of any such joint IP under the scope of this MoU, for societal, commercial or other purpose shall be decided through a separate MoU on mutually acceptable terms, to be negotiated in good faith between the Parties for the joint patents.

7. Publication

7.1 Research articles can be published with intimation to both parties. Each party may use such property only for research and scholarly purposes. BITS is free to publish the results arising from the collaboration in any journal, magazine or publication, or other media with intimation to Bu. Such approvals shall be considered by the Parties post protection of any overlapping IP under protection on a priority basis, preferably within 30 days. Post IP protection, the Parties may agree to publish the result jointly. In such cases, publication costs will be shared jointly.

7.2 Both Parties shall acknowledge one another in any form of writing, publication or presentation based on research derived from the cooperative efforts of both parties under this MoU unless otherwise mutually agreed upon in writing by the parties.

7.3 Before the exchange of confidential Information under this MoU, both parties shall execute separate Non-Disclosure Agreement (NDA).

7.4 If the outcome of a project related to product development, process technology and design, etc. involves the matter of secrecy and concern with the

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security of the State and the Country, the same will not be allowed for publication/printing in any form such as electronically/verbal, etc.

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 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.

8.2 This MoU may be terminated by the Party if the other Party

- i) breaches the terms and conditions of this MoU, where such breach remains uncured within 15 days from the receipt of notice from the non-defaulting party;
- ii) violates and breaches the confidentiality and Intellectual Property terms as set out in this MoU.

9. Confidentiality

9.1 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.

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

9.3 The confidentiality does not apply to information:

- i) that is already in the public domain through no fault of a Party,
- ii) is required to be disclosed by law,

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- iii) is disclosed with the prior consent of the disclosing Party,
- iv) is independently developed by the receiving Party without use of any Confidential Information of the disclosing Party or
- v) was previously in the receiving Party's possession, as shown by its pre-existing records, without violation of any responsibility of confidentiality

10. Warranty

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

11. Governing Laws, Jurisdiction and Dispute Resolution

11.1 In case, there be a dispute relating to any aspect of the cooperation, BITS 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.

11.2 This MoU shall be governed by the laws of India. The Parties hereby agree that the courts in New Delhi, India will have the exclusive jurisdiction to try any disputes by and between the Parties.

11.3 In case of any disputes or differences relating to or arising out of this MoU shall endeavor to resolve the same through mutual negotiations and in a spirit

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of harmony and goodwill. If in spite of the aforesaid any dispute or differences arising out of this Agreement could not be settled by negotiations within 30 days of having arisen, the same shall be decided by arbitration of sole arbitrator, who shall be appointed with mutual consent of the parties. If there is no consensus on the nomination of sole arbitrator the same shall be appointed by the New Delhi Court. The arbitral tribunal shall conduct arbitration proceedings in accordance with the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be New Delhi (India).

12. Amendment

This MoU along with the Annexures attached hereinafter, constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof. This MoU shall not be modified except by a written agreement executed by both Parties.

13. Force Majeure

No Party shall be held responsible for non-fulfilment of their respective responsibilities under this MoU due to the exigency of one or more of the force majeure events such as but not limited to acts of god, war, flood, earthquakes, strikes not confined to the premises of the Party, lockouts beyond the control of the Party claiming force majeure, epidemics, riots, civil commotions etc., provided on the occurrence and cessation of any such event the Parties shall consult with each other on modalities of further execution of this MoU thereby shall give notice in writing to the other party/parties within thirty 15 days of such occurrence or cessation. If the force majeure conditions continue beyond three (3) months, the Parties shall decide the future course of action jointly.

14. Representations and Warranties

The both Parties hereby represents and warrants that:

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14.1 It has all requisite power and authority to execute, deliver and perform its obligations under this Memorandum and has been fully authorized by all requisite coactions to do so.

14.2 It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its Institute.

14.3 The execution and performance of this Memorandum by either of the Parties does not and shall not violate any provision of any existing MOU/Agreement with any Party.

15. Assignment

Neither party to the MoU may assign or transfer the responsibilities or agreement made herein without the written prior consent of the non-assigning party, which approval shall not be unreasonably withheld or delayed.

16. Publicity

Neither Party shall use the other institution's name, trademarks or logos or the names of any of its employees in any publicity or advertising, including endorsements, without the prior written consent of the other institution.

17. Non-Exclusivity

The relationship of the Parties under this understanding shall be non-exclusive and both Parties are free to pursue other agreements or collaborations of any kind.

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18. No Partnership

Nothing in this MoU shall constitute or be deemed to constitute a partnership, agency or any other similar relationship between any of the parties and none of them shall have any authority to bind the others in any way, whether contractually or otherwise.

19. Entire Memorandum and Amendment

This MoU supersedes all prior and contemporaneous communications, whether written or oral, regarding the subject matter covered in this Memorandum. This Agreement may be modified only by a written agreement signed duly authorized representative of both parties.

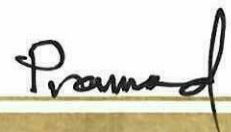
20. Severability

If any court of competent jurisdiction determines that any provision of this MoU is illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect.

21. Waiver

21.1 No forbearance, relaxation or inaction by either Party at any time to require the performance of any provision of this MoU shall in any way affect, diminish or prejudice the right of either Party to require the performance of that or any other provision of this MoU or be considered to be a waiver of any right, unless specifically agreed in writing.

21.2 The expiration or termination of this MoU shall not operate to waive, release or otherwise relieve any Party of any liability that has accrued prior to such termination or expiration. Notwithstanding anything to the contrary, the provisions of this MoU relating to notices, governing law, dispute resolution,



confidentiality and other covenants and obligations which by their nature are intended to survive, shall survive the termination or expiry of this MoU.

22. Non-Solicitation

Notwithstanding anything contained in this MoU, during the term of this Agreement, each Party to this MoU and the parties signing the respective MoU agree not to hire as its own employee or consultant, any employee or consultant of the other party to the MoU who is directly involved in the delivery or receipt of services under that MoU.

23. Notices

Except as otherwise specified in this MoU, all notices, requests, consents, approvals, agreements, authorizations, acknowledgements, waivers and other communications required or permitted under this MoU shall be in writing and shall be deemed to be given when sent by electronic mail to the electronic mail address specified below or delivered by hand to the address specified below. A copy of any such notice shall also be sent by registered mail or courier on the date such notice is transmitted by electronic mail, to the address specified below:

Birla Institute of Technology & Science Pilani

Phone: 01596 242192

Email: registrar@pilani.bits-pilani.ac.in

Website: <https://www.bits-pilani.ac.in/>

Bureau of Indian Standards

Phone: 011-23221535

Email: sppd@bis.gov.in

Website: <https://www.bis.gov.in>



24. The BUREAU undertakes to abide by all the applicable rules, regulations and byelaws laid down by any competent authority or any other relevant/authorized authority and/or department and that the BITS shall not be held responsible for any lapse on part of the BUREAU in this regard.

25. The Parties herein expressly agree that amount of stamp duty/registration charges if any payable in respect of this MoU shall be borne and payable born by BUREAU.

26. The Parties hereby represents, warrants and undertakes that in performing its obligations or exercising its rights etc. under this MoU, that they and their Representatives shall not pay, offer or promise to pay, or authorise the payment directly or indirectly of, any monies or anything of value to any government official or employee or any political party or any candidate for political office or employee of a private party for the purpose of influencing any act or decision of the government official or employee, political party or candidate in order to obtain or retain business or to direct business to any person and shall conduct themselves and all transactions under this MoU. Parties shall comply with applicable anti bribery laws.

27. Status

This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the parties from this MoU. The parties enter into the MoU intending to honour all their obligations.

28. That the parties to this MoU, before executing the MoU, have clearly understood their rights/duties/liabilities/responsibilities or obligations under each and all clauses of this MoU.

29. The MoU becomes effective from the date of signature of the authorized representatives of both the Parties.



IN WITNESS WHEREOF both the PARTIES hereto have signed this MoU on this day, month and year as mentioned herein below;

In representation of:

Signed


(COL. SCHAHRABARTY (RET.))

**Birla Institute of Technology & Science
Pilani**

Registrar
Seal Birla Institute of Technology & Science
PILANI (Rajasthan) 333031

Date


Witness: 

(PROF. RAJ KUMAR GUPTA)

**Birla Institute of Technology & Science
Pilani**

Associate Dean
Sponsored Education and Consultancy Division
Seal Birla Institute of Technology & Science, Pilani
Date Pilani Campus, 333031 (Rajasthan)

Signed


(Pramod Kumar Tiwari)
Director General


Bureau of Indian Standards

प्रमोद कुमार तिवारी, आई.ए.एल.
PRAMOD KUMAR TIWARI, IAS
महानिदेशक
Director General

Seal

भारतीय मानक ब्यूरो
BUREAU OF INDIAN STANDARDS
Date: 9, Bahadur Shah Zafar Marg, New Delhi-110002

Date:


(Chandan Bahl)

Deputy Director General
Bureau of Indian Standards

Seal

Date:

चन्दन बाहल/CHANDAN BAHL
Deputy Director General (Sr. Mgt. SCM)
भारतीय मानक ब्यूरो
BUREAU OF INDIAN STANDARDS
Seal Ministry of Consumer Affairs, Food & Public Distribution
Date: 9, Bahadur Shah Zafar Marg, New Delhi-110002