



Memorandum of Understanding for Standardization & Conformity Assessment Collaboration Between

Bureau of Indian standards and (National Institute of Technology, Mizoram)

This Memorandum of Understanding ('MoU') is made on 17th day of November, 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 National Institute of Technology, Mizoram, 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 The National Institutes of Technology2007enacted by the Parliament of Republic of India, having its office at Chaltlang, Dawrkawn, Aizawl – 796012, Mizoram, India hereinafter referred to as NIT Mizoram, or the SECOND PARTY.

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

1. General

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

1.2NIT Mizoramshall nominate a Nodal Officer, who may be called Education Outreach Coordinator.

2. Objectives

2.1Both the Parties agree to develop the following collaborative activities in the areas of Standardization and Conformity Assessment on the basis of equality and reciprocity.

2.2NIT Mizoramand 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) NIT Mizoramto 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 atNIT Mizoram.
- k) explore the possibility of hiring of NIT Mizoramfaculty as consultants on secondment basis.
- explore the possibility of using laboratory facilities available at NIT Mizoramfor 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 NIT Mizoramshall 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:

4.1This 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

6.1Any and all deliverables, information, proposed publication, materials, reports, Services, intellectual property, other property or rights ("Results") and Confidential Information, granted or provided by NIT Mizorampursuant to this MoU are on an asis-where-is basis. NIT Mizoramdoes 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. NIT Mizoramor 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 NIT Mizoramwill 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, NIT Mizoramand 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

Prof. S. Sundar

Director

National Institute of Technology Mizoram

Seal

(प्रोकेसर यस. सुन्दर)
(Prof. S SUNDAR)
|
| निदेशक / Director
| ए.प्रो.सं मिज़ोरन/NIT Mizoram

Date:

Witness:

PROF. SAIBAL CHATTEROBE DEAN PRC, NIT MIZORAN

Date: 17(11/23

Signed

Shri Dibyendu Chakrabarti

Dy. Director General (Eastern)

Bureau of Indian Standards

Seal

दिव्यंदु चक्रवर्ती / DIBYENDU CHAKRABART: उप महानिदेशक पूर्वी / Dy. Director General (Eastern) भारतीय. मानक यूरो / BUREAU OF INDIAN STANDARDS एन पूर्वा आई सो भवन (आठवी मंजिल), फ्लीट पेबर गा, 7/8, खांब - सीपी, सेक्टर - V, सॉस्ट लेक, फ्लीलकाल - 700091 NSIC Building (8th Floor) at Plot Me. 717, 7/8, Block - CP, Sector - V, Salt Lake, Kolkata - 700091

Date:

Witness:

Date: /7/11/2023

अनिद्य चक्रवर्ती/ANINDYA CHAKRABARTI हार रिफ़ड संगुड (केडांडा-2)/Senior Director & HEAD (KKBO-2) भारतीय मानका क्यूरे, कोलकाता शाखा कार्यालय – ॥ Bureau of Indian Standards, Kolkata Branch Office - ॥ कार्ट नेप १७७७, १९७ अस्तर अस्ति १७४५ - ५, भारतीय अस्ति अस्ति । १००० - ५, अस्ति अस्ति अस्ति । १००० - ५, Sait Lake, Kolkata - १०००० - ५,