



Memorandum of Understanding between Bureau of Indian Standards

and

Indian Institute of Technology, Madras for

Establishing BIS Standardization Chair Professorship

This Memorandum of Understanding (MoU) is made on 28th November, 2022 between the Bureau of Indian Standards, the National Standard Body of India established under the Bureau of Indian Standards Act, 2016 for the harmonious development of the activities of standardisation, 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

Indian Institute of Technology Madras (IITM), a statutory body constituted under the Institutes of Technology Act 1961, functioning at its premises at Sardar Patel road, Chennai 600036 represented by the Dean, ACR, duly authorized by the Director, IITM hereinafter called the 'IITM' which expression shall where the context so admits includes its successors in interest and permitted assigns of the SECOND PARTY.

The Bureau and IITM are hereinafter individually referred to as 'Party' and collectively as 'Parties'.

1. General

The Bureau, has signed Memorandum of Understanding (MoU) with IITM on 30 Aug 2019 to develop collaborative activities in the field of Standardization and Conformity Assessment on the basis of equality and reciprocity.

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One of the areas of collaboration identified is to appoint a Chair in the field of Standardization and Conformity Assessment for which the Bureau will provide financial support to IITM.

2. Objectives

The creation of a BIS Standardization Chair is for research & development, teaching and training in the field of Standardization and Conformity Assessment in the country with focus on the areas of civil, electrical, mechanical, chemical, earthquake engineering, development and management of water resources and renewable energy projects, infrastructure development, medical biotechnology & nanotechnology, biomaterials, etc. (as mutually agreed).

3. Activities

The BIS Standardization Chair Professor is expected to provide leadership in one, or more, of the following areas:

- a) Coordinating R&D efforts towards development of standards and inputs to the drafts of new Indian Standards or revision/amendment of Indian Standards or are of relevance to Conformity Assessment Schemes of the Bureau.
- b) Identifying and facilitating the integration of existing R&D project outputs with standards, as may be relevant.
- c) Undertaking review of Indian Standards involving thorough analysis of technical developments that have taken place in the product/processes/practices/use or application/testing/input materials, the international standards available etc, relevant to the standard under review.
- d) Preparation of handbooks/literature/case studies on implementation of Indian Standards and Conformity Assessment.
- e) Sensitizing and strengthening participation of the faculty/professors of IITM in standards formulation activities of the Bureau.
- f) Promoting the integration of Indian Standards in course curricula of IITM and for initiating short term course on standardization in IITM.
- g) Organization of BIS-IITM joint seminars, conferences, workshops, symposia or lectures on topics of Standardization and Conformity

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Assessment of common interest for dissemination of knowledge. At least one lecture to be given by the Chair Professor every year at an event organized by the Bureau.

- h) Designing and executing short-term capacity-building programmes and training programmes on Standardization and Conformity Assessment.
- i) Exchange with incubation centers in IITM for promoting how standards can encourage/facilitate innovation.

4. Contribution

4.1 Bureau's Contribution

In order to create a corpus fund at IITM, the Bureau will provide a non-refundable endowment of Rs. 1 Crore in a single installment for creating BIS Standardization Chair Professorship at IITM. The expenditure related to the Chair, including honorarium, contingency and travel shall be met from the interest accrued on the corpus. The endowment fund shall be managed and maintained by IITM in perpetuity. Specific projects or studies identified or conceived or facilitated through this Chair will need separate funding as per the requirement of the project.

4.2 Responsibility of IITM

IITM shall provide adequate and suitable office and laboratory space, access to the library and other central facilities such as Institute Computer Centre, Institute Instrumentation Centre etc to help BIS Standardization Chair Professor to carry out his/her mandate.

4.3 Utilization of the Grant

The Chair incumbent will submit an Annual Report to the Bureau indicating his/her accomplishments, achievements, and activities after the completion of each financial year. IITM will also submit an audited statement of accounts in respect of receipts and expenditures from the funds utilized towards this Faculty Chair in the prescribed format after the completion of each financial year.

5. Selection of the Chair Professor

The Chair Professor will be selected through an open advertisement as per the norms of the Indian Institute of Technology, Madras. IITM will take steps to



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ensure that the BIS Standardization Chair Professor is appointed within six months of the signing of the MoU.

6. Monitoring and Tenure of Chair Professor

- **6.1** For effective functioning of the Chair, the following Steering Committee will meet as and when required:
- a) Dean, Alumni & Corporate Relations IITM Chairman
- b) Nominee of the Bureau (to be decided) Member
- c) BIS Standardization Chair Professor Convener
- 6.2 The Chair Professor shall submit the detailed report of the projects/assignments (completed & ongoing) to the Steering Committee every year.
- 6.3 The tenure of the Chair Professor will be three years.
- 7. Due caution would be exercised by IITM in dissemination/publication of any information/data/findings of a sensitive/classified nature, emanating out of this collaboration. Bureau's support is to be duly acknowledged in publications by the Chair Professor.
- 8. Nothing contained herein shall be construed as establishing or creating a relationship of master and servant or principal and agent between the Bureau and IITM or the employees of the Bureau and IITM or the Chair appointees and BIS or any person directly or indirectly associated with this collaboration.
- 9. All activities of the Bureau and IITM, in relation to the BIS Standardization Chair Professorship, will be as per the policies and guidelines laid down by the Bureau and IITM within the framework of this MoU on Standardization and Conformity Assessment.

10. Confidentiality

- 10.1 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.
- 10.2 The obligation of non-disclosure of such documentation and information shall survive till the validity of this MoU.

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11. Resolution of Disputes

Dispute Resolution: In case of any dispute that cannot be resolved amicably, it shall be referred to Sole Arbitrator appointed by the Director General of the Bureau of Indian standards, whose decision shall be final and binding upon both the parties. The provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time, shall be applicable.

12. Right to Intellectual Property and confidentiality

The copyright of all documents/literary works arising from this MoU shall be owned jointly by the Bureau and IITM. The documents and information of the Bureau must not be shared with third parties or reproduced, whether in whole or part, without the prior written consent of the Competent Authority of the Bureau

13. Governing Law and Jurisdiction

The Hon'ble courts at Delhi alone shall have the jurisdiction to try and decide the lawsuit arising out of this MoU.

14. Effective Date and Duration

This Memorandum of Understanding shall be effective from the date of the signing by the parties and shall remain in force for a period of ten years therefrom. Thereafter it shall be automatically renewed for successive ten-year periods. The Parties may renew the term of the MoU by mutual consent of both the parties.

15. Termination of the MoU

The MoU may be terminated by BIS any time by giving a written notice of 6 months to IITM.

16. Amendment

This Memorandum of Understanding may be amended and supplemented at any time by written consent of both the Parties.

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IN WITNESS THEREOF, the duly authorized representatives of the Parties have caused this MoU to be executed on the date first written above.

Signature:

(Pramod Kumar Tiwa

Director General

Bureau of Indian Standards, New

Delhi

प्रमोद कुमार तिवारी, आई.ए.एस

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प्रमोद कुमार तिवारी, आई.ए.एस.
PRAMOD KUMAR TIWARI, IAS
महानिदेशक
Director General
भारतीय भानक व्यूरो
BUREAU OF INDIAN STANDARDS
9, बहादुरशह जकर मार्ग, नई दिल्ली-110002
9, Bahadur Shah Zafar Marg, New Delhi-110002

Date: 28.11.2022

Witness: 0

(Sanjay Pant)

Sc-F & Deputy Director General (Standardization -II) Bureau of Indian Standards, New Delhi

Date: 28.11.2022

Signature:

Professor Mahesh Panchagnula)

Dean, Alumni & Corporate Relations

Indian Institute of Technology, Madras

Seal

Date: 28.11.2022

Witness:

(Mr. Kaviraj Nair)

CEO, IITM Office of Institutional

Advancement

Indian Institute of Technology, Madras

Date: 28.11.2022