



**Memorandum of Understanding  
between  
Bureau of Indian Standards  
and  
Indian Institute of Technology, Guwahati  
for  
Establishing BIS Standardization Chair Professorship**

This Memorandum of Understanding ('MoU') is made on **16 February 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 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 Guwahati (IITG)**, an institute of national importance incorporated under the Institute of Technology Act, 1961 as amended by the Institute of Technology Amendment Act, 1994, having its office at in the campus of **Indian Institute of Technology Guwahati, Guwahati-781039, Assam, India**, 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, hereinafter referred to as "IITG" or the **SECOND PARTY**, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, and represented by its Director.

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

**1. General**

The Bureau, with this Memorandum of Understanding (MoU) with IITG intends to develop collaborative activities in the field of Standardization and

Conformity Assessment on the basis of equality and reciprocity.

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 IITG.

## 2. Objectives

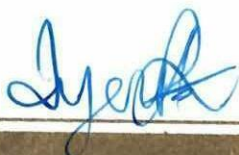
The creation of a BIS Standardization Chair is for research & development, teaching and training in the field of Standardization and Conformity Assessment in the country with focus on the areas of civil, electrical, mechanical, chemical, earthquake engineering, development and management of water resources 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:

### 3.1 Research

- 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.





### 3.2 Capacity Building and Training

- d) Preparation of handbooks/literature/case studies on implementation of Indian Standards and Conformity Assessment.
- e) Designing and executing short-term capacity-building programmes and training programmes on Standardization and Conformity Assessment.

### 3.3 Outreach

- f) Sensitizing and strengthening participation of the faculty/professors of IITG in standards formulation activities of the Bureau.
- g) Organization of BIS-IITG joint seminars, conferences, workshops, symposia or lectures on topics of Standardization and Conformity 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) Exchange with incubation centres in IITG for promoting how standards can encourage/facilitate innovation.

### 3.4 Education

- i) Promoting the integration of Indian Standards in course curricula of IITG and for initiating short term course on standardization in IITG.
- j) Conduct Ph.D. programme and related course work under the Chair.

## 4. Contribution

### 4.1 Bureau's Contribution

In order to create a corpus fund at IITG, the Bureau will provide a non-refundable endowment of **Rs. One crore** in a single installment for creating BIS Standardization Chair Professorship at IITG. 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 IITG 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. Savings from the interest accrued on the corpus, if any, shall add to the corpus to build-up the same as a cushion against inflation.

#### **4.2 Responsibility of IITG**

IITG 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.

### **5. Selection of the Chair Professor**

The Chair Professor will be selected through an open advertisement as per the norms of IITG. IITG will take steps to ensure that the BIS Standardization Chair Professor is appointed within six months of the signing of the MoU, or approval from the Ministry of Education to resume recruitment, or whichever is later.

### **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) Designation, IITG – 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. Publications**

Due caution would be exercised by IITG 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 IITG or the employees of the Bureau and IITG or the Chair appointees and Bureau or any person directly or indirectly associated with this collaboration.

9. All activities of the Bureau and IITG, in relation to the BIS Standardization Chair Professorship, will be as per the policies and guidelines laid down by the Bureau and IITG and under the framework of the Bureau-IITG 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.

#### **11. Resolution of Disputes**

Dispute Resolution: The Bureau and IITG will jointly resolve the dispute in a spirit of independence and shared responsibility. 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 by the Bureau. 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 both 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. Force Majeure**

**15.1** If either party is temporarily unable by the reason of force majeure or the laws or regulations of the Government of India, to meet any of its obligations under the Agreement, and if such party gives to the other party written notice within 14 (fourteen) days after its occurrence, such obligation of the party, as the party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues.

**15.2** Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event referred to in Clause **15.3** or delays arising from such events.

**15.3** The term 'force majeure' as implied herein shall mean acts of God, strike (excluding by its own employees), lockouts (excluding by its employers), or other industrial disturbances, acts of the public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquake, storms, lightening, flood, washouts, civil disturbance, explosion, fire and any other similar events, not within the control of either party and which by the exercise of due diligence neither of the parties is able to overcome and not brought about at the instance of the party claiming to be affected by such event and which has caused the non-performance or delay in performance.





## 16. Termination of the MoU

The MoU may be terminated by either party any time by giving a written notice of 6 months. In case the MoU is terminated by IITG, notwithstanding anything mentioned in any other clause of this MoU, the principal/corpus amount will be returned to BIS within 30 days of termination of this MoU.

## 17. Amendment

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

Signed



(Pramod Kumar Tiwari)  
Director General  
Bureau of Indian Standards,  
New Delhi

Seal

Date: 16-02-2023

Witness:



(A K Bera)  
Sr Director (Sc F) & Head  
(SCMD)  
Bureau of Indian Standards,  
New Delhi

Date: 16-02-2023

ए. के. बेरा/A. K. BERA  
वरिष्ठ निदेशक (Sc F)  
Senior Director (Sc F)  
भारतीय मानक ब्यूरो  
BUREAU OF INDIAN STANDARDS  
उपभोक्ता मामले, खाद्य एवं सार्वजनिक वितरण मंत्रालय  
Ministry of Consumer Affairs, Food & Public Distribution  
भारत सरकार/Government of India  
9, बहादुरशाह जफर मार्ग, नई दिल्ली-110002  
9, Bahadur Shah Zafar Marg, New Delhi-110002

Signed



(Prof Parameswar K Iyer)  
Officiating Director  
Indian Institute of Technology,  
Guwahati

Seal

Date: 16-02-2023

कार्यवाहक निदेशक  
भारतीय प्रौद्योगिकी संस्थान गुवाहाटी  
गुवाहाटी-781039  
Officiating Director  
Indian Institute of Technology Guwahati  
Guwahati-781039



(Prof Sajith Gopalan)  
Associate Dean of Faculty Affairs,  
Indian Institute of Technology,  
Guwahati

Date: 16-02-2023