

MODEL AGREEMENT

(To be modified on case-to-case basis)

This Deed of Agreement made this _____ day of _____ (Month & Year) between Bureau of Indian Standards having Head Office at Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi – 110 002 (hereinafter called 'BIS', which expression shall, wherever the context so admits, include its successors and assigns) on one part and (name of the organization/expert) (hereinafter called _____ which expression shall, wherever the context so admits, include their heirs, executors, administrators, legal representative and assigns) of the other part, witness as follows:

1. Whereas (name of the organization/expert) through (name of the Project Leader) has submitted a proposal to BIS pertaining to Research project titled _____ for consideration and BIS has accepted the proposal.
2. That duration of the Research project shall be ___ months with periodic and final reviews. The total cost of the project shall be Rs _____/- (Rupees in words) for the complete project. No further expenditure shall be borne by BIS on any account of this project including escalation of time.
3. The fund would be utilised for the specific project/assignment as approved by BIS and shall be spent within the specified time. Any portion of the fund which is ultimately not required for expenditure for the approved purpose shall be duly surrendered to BIS.
4. (name of the organization/expert) shall not entrust the implementation of the project/assignment approved by BIS for which fund has been received to any other institution/expert or to divert the fund received from BIS as assistance to any other institution/expert/proposer.
5. (name of the organization/expert) indemnifies BIS from any legal and/or financial encumbrance arising out of any infringement of IPR/licensing of IPR/technology transfer/commercialization.
6. (name of the organization/expert) shall maintain an audited record in the form of a register for permanent, semi-permanent assets acquired solely or mainly out of BIS fund. Once the Research project is completed satisfactorily, the organization taking up the Research project may retain the equipment/devices for their Research activities, etc. The equipment procured through BIS fund should bear a label "BIS Funded".
7. BIS shall release the funds for the project as follows:
 - a) First instalment up to a maximum of 30 percent of the total approved project cost would be released after approval of the project.
 - b) Second instalment to the extent of 50 % of the approved estimated cost would be released on the submission of progress report along with the report on utilization of the 75 % of the fund and acceptance of the same by the Sectional Committee.

- c) The balance amount shall be released after submission of the final project report along with utilization certificate for the fund released and its acceptance by the Sectional Committee.

8. The completion of the Research project shall remain the responsibility of (name of the organization/expert) even if the project leader is not available due to any reason whatsoever. After completion of the project, a Project completion report giving details (objective(s) achieved, raw data of surveys, sampling, testing and experiments) of shall be submitted by the Project leader the original objective(s) of the project,

9. (name of the organization/expert) shall ensure the completion of the project under the guidance and supervision of any other faculty/Researcher, if the nominated project leader would not be available due to any reason. Such a faculty member/researcher can only be nominated with the approval of BIS.

10. In case (name of the organization/expert) is unable to complete the project to the satisfaction of BIS in stipulated time or extended time and leads to termination of the research project, BIS shall be entitled to claim the refund of fund so sanctioned with interest @ 10 percent thereon from (name of the organization/expert).

11. The authority to extend the duration of the project shall rest with BIS.

12. BIS shall have the right to formulate monitoring methodology of the Research project.

13. 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.

14. Undertaking given by project leader, if any, shall be part of the agreement.

15. (Name of the organization/expert) shall be responsible for discharge of all its obligations of the project through the nominated project leader or any other expert/expert(s) in case of necessity particularly in respect of management of financial assistance given to them. (Name of the organization/expert) shall refund any excess/unutilized amount of the fund to BIS.

16. Release of subsequent instalments is subject to satisfactory progress, required stage - wise deliverables and submission of the Utilization Certificate (UC) as per Form GFR12-A of GFR 2017 along with the statement of expenditure (SoE) issued by the Competent Authority.

17. (Name of the organization/expert) shall ensure that Project leader shall give presentation on the progress of project to BIS as and when directed by BIS for continuation of the project, and shall assist in the disposal of comments received related to the Research Project.

18. The project shall be deemed to have been commenced from the date of release of sanction letter.

19. (Name of the organization/expert) shall ensure that while publishing the results of research, acknowledgement to the effect that financial assistance so received from BIS be made in the research papers published/ other published work/ press reports.

20. Procedure for screening/evaluation, selecting, monitoring Research projects prescribed in “Guidelines for Funding Research Projects for Establishment and Revision of Indian Standards, Special Publications/ validation of test method(s) shall be part of the agreement.