



Memorandum of Understanding for Standardization & Conformity Assessment Collaboration Between

Bureau of Indian standards

and

National Institute of Technical Teachers Training and Research (NITTTR), Chennai

This Memorandum of Understanding ('MoU') is made on 17th 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

National Institute of Technical Teachers Training and Research (NITTTR), Chennai (Henceforth will be mentioned as NITTTR, Chennai) having its head office at the Taramani, Chennai – 600113, India, represented by its Director, which expression shall, where the context so admits, be deemed to include its successors, executors and administrators of the SECOND PARTY.

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

1. General

1.1 The Bureau, with this Memorandum of Understanding (MoU) with NITTTR, Chennai 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** NITTTR, Chennai 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) Training and Research Proposals for collaborative research work under this Memorandum will be submitted with the prior approval of the Head of each institution.
 - e) Each organization will nominate one of its members as its representative in charge of the collaborative programme. Individual programme of work under this Memorandum will be jointly planned and conducted by the nominees of both parties.
 - f) Progress of work of any individual collaborative work will be reviewed and approved by designated authorities of both parties.
 - g) If required, every collaboration (like Joint Consultancy, Research projects etc.,) will have its own agreement / contract which address issues such as IPR, funding pattern, usage policies of research facilities, disclosure of information etc.
 - h) 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.
- 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.
- j) Exchange publications and other literature of common interest related to Standardization and Conformity Assessment.
- k) Exchange information on research and educational programmes and other programmes relevant to Standardization and Conformity Assessment.
- NITTTR, Chennai 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.
- m) Jointly organize training and short-term education programmes on Standardization and Conformity Assessment.
- n) Explore the possibility for setting up a Centre of Excellence in the field of Standardization, Testing & Conformity Assessment at NITTTR, Chennai.
- Explore the possibility of hiring of NITTTR, Chennai faculty as consultants on secondment basis.
- p) Explore the possibility of using laboratory facilities available at NITTTR, Chennai for catering to the needs of various Conformity Assessment Schemes of the Bureau.
- q) BIS shall allow NITTTR Chennai to conduct Academic audit of their programmes in accordance with NITTTR guidelines prevailing from time to time.
- r) NITTTR Chennai faculty members may be involved in Development of Curriculum, preparation, Instructional Materials.
- s) Faculty Members / Scientists of both the Institutes may jointly float online courses and video lectures on platforms like Swayam, Edx, etc.
- t) Any other mutually agreed to area of collaboration.

3. Research and Academic Collaboration

3.1 Faculty Exchange

Pursuant to the faculty exchange, NITTTR Chennai and Bureau of Indian

Standards, New Delhi will exchange faculty / Scientists for carrying out research related to Engineering and Engineering Education. The norms and guidelines for the same will be framed separately upon mutual concurrence. It is desired by both parties that there will be flow of faculty in both directions.

3.2 Sharing of Important Facilities

The two organizations agree to share their important R&D facilities on mutual consent in the areas of Research and Development and specialized training module creation.

3.3 Joint Conference/ Workshop/ Training Programmes

Both the Institutions agree to hold / conduct whenever feasible, joint conferences/ workshops / training programmes / webinars in the areas of mutual interest.

4. Intellectual Property Rights

- **4.1** 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 NITTTR, Chennai shall be vested with that Party.
- **4.2** 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.

5. Effective Date, Duration, Termination of the MOU

5.1 This 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.

6. Coordination Committee

The following will constitute the Coordination Committee to coordinate and monitor the collaboration between the two organizations:

- a. Director, NITTTR Chennai
- Two representatives of NITTTR Chennai One of whom to act as NITTTR Coordinator
- c. Dean of Bureau of Indian Standards, New Delhi and
- d. Two Representatives of BIS One of whom to act as nodal coordinator of BIS.

The representatives will work collaboratively to arrange meetings, keep their respective parties fully informed, communicate on matters that may be of mutual interest and oversee any arrangements put in place.

7. Confidentiality

- **7.1** 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.
- **7.2** The obligation of non-disclosure of such documentation and information shall survive till the validity of this MoU.

8. Warranty

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

9. Arbitration and Amendment

The Memorandum of Understanding will enter into force upon signature by both the Parties.

In case, any dispute or difference shall arise between M/s. NITTTR, Chennai and M/s. Bureau of Indian Standards, New Delhi on any matter in connection with the work shall be settled by bilateral discussions. Any dispute which cannot be resolved amicably may be resolved through Arbitration. The procedure laid down in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended from time to time and the rules made there under shall apply in the matter of the reference. The award of the Arbitrator shall be final and binding on both parties. Only Courts at Chennai shall have jurisdiction to entertain a claim or for enforcement of the award. The Memorandum of Understanding may be modified or amended by a written agreement between the Parties.

IN WITNESS WHEREOF, the parties have hereunto set and subscribed their respective hands and seals on the day, month and year first herein above mentioned.

Signed

Prof. Dr. Usha Natesan

Director

National Institute of Technical Teachers

Training and Research (NITTTR)

Chennai

Signed

Shri. U.S.P Yadav

Spy dow

Scientist - F & Deputy Director General

Southern Region

Bureau of Indian Standards

Seal

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यू. एस. पी. यादव / U. S. P. YADAV उप महानिदेशक (दक्षिण) / Deputy Director General (South) भारतीय मानक ब्यूरो BUREAU OF INDIAN STANDARDS दक्षिण क्षेत्रीय कार्यालय, चौथा कॉस रोड, सी आई टी कैंपस,

Southern Regional Office, IV Cross Road, CIT Campus, तरमणी, चेन्नै/Taramani, Chennai - 600 113.

Date:

Seal

Date:

Dr. G. Janardhanan **Professor, Department of Civil and Environmental Engineering &** Head, Centre for Academic Studies and Research NITTTR, Chennai

Witness: InBlauraini
Smt. G. Phon

Smt. G. Bhavani Scientist - E /Director & Head **Chennai Branch Office Bureau of Indian Standards**

Date: 17 Nov 2023

Date: 17.11.2023