



Memorandum of Understanding for Standardization & Conformity Assessment Collaboration Between

Bureau of Indian standards

(ICAR-National Dairy Research Institute, Karnal – 132001)

This Memorandum of Understanding ('MoU') is made on (4th Day of AUGUST, 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

ICAR-National Dairy Research Institute (ICAR-NDRI) is an Institute under 'The Indian Council of Agricultural Research' (hereinafter referred to as ICAR), registered under the Societies Registration Act, 1860 having its registered office at Rajendra Prasad Road, Krishi Bhawan, New Delhi — 110001, India. ICAR-NDRI has its office at Karnal (ICAR-National Dairy Research Institute, Karnal – 132001, Haryana) and hereinafter referred to as (ICAR-NDRI), or the SECOND PARTY.

Both the Bureau and ICAR-NDRI hereinafter refer to individually as the 'Party' and collectively as 'Parties'.

1. General

- **1.1** The Bureau, with this Memorandum of Understanding (MoU) with ICAR-NDRI 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.
- **1.2** ICAR-NDRI shall nominate a Nodal Officer, who may be called Education Outreach Coordinator.

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** ICAR-NDRI 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) 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) ICAR-NDRI 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.
- 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 at ICAR-NDRI.
- k) explore the possibility of hiring of ICAR-NDRI faculty as consultants on secondment basis.
- explore the possibility of using laboratory facilities available at ICAR-NDRI for 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 above mentioned collaborations 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 ICAR-NDRI shall 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:

4.1 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.

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

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

7. Resolution of Disputes

The Bureau and ICAR-NDRI will 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, ICAR-NDRI and 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.

This Memorandum of Understanding may be amended or supplemented at any time by written agreement between the Parties.

The MoU becomes effective by the signature of the Parties. 9.

Signed

(Dr. Dheer Singh)

(Director)

ICAR-National Dairy Research Institute,

Karnal -132 001, Haryana

निदेशक/Director **भा.कृ.अनु**.प.–रा.डे.अनु.सं, करनाल ICAR-NDRI, Karnal

Seal

Date:

Witness: finsked (R)
Joint Diredu (R)
ICAR-NDRI, Karnel

Date: 11.08.2023

Signed

(Rajeev P

(Deputy Director General-Northern

Region)

Seal

Bureau of Indian Standards

राजीव पी. Rajeev P. उप महानिदेशक

Deputy Director General भारतीय मानक ब्यरो (उ.से.का.)

Bureau of Indian Standards (NRO) (जनकेका नामले क्रांच एवं सार्वजनक वितरण मजलके) प्लॉट नं 4-ए. सेक्टर 21-बी. चण्डीगढ Plot No. 4-A Sector 27-B, Chandigarh

SCIE/DIRECTOR and HEAD

BUREAU OF INDIAN STANDARDS

Date: 11.08.2023