



**Memorandum of Understanding
for Standardization & Conformity Assessment Collaboration
Between**

**Bureau of Indian standards
and
National Institute of Technology, Hamirpur (HP)**

This Memorandum of Understanding ('MoU') is made on (7th February, 2024) 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 Technology Hamirpur is a premier institute of national importance engaged in education, training and research, passed by Act of Parliament namely the National Institute of Technology Act 2007 which received the assent of the President of India on 5th June, 2007. The provisions of Act came into force with effect from 15th August, 2007 as per notification S.O. 1384 (E) dated 9th August, 2007 of the Department of Higher Education, MHRD, New Delhi, As per provisions of the said Act, the Institute runs on non-profit basis, having its office at NIT Campus, Anu, Hamirpur (HP)-177005 hereinafter referred to as National Institute of Technology, Hamirpur (HP), or the SECOND PARTY.

Both the Bureau and National Institute of Technology, Hamirpur (HP) hereinafter refers to individually as the 'Party' and collectively as 'Parties'.

1. General

1.1. The Bureau, with this Memorandum of Understanding (MoU) with (National Institute of Technology, Hamirpur (HP) 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. National Institute of Technology, Hamirpur (HP) shall nominate a Nodal Officer, who may be called Education Outreach Coordinator

डॉ. एच.एम. सुर्यावंशी
Prof. H.M. Suryawanshi
निदेशक/Director
राष्ट्रीय प्रौद्योगिकी संस्थान हमीरपुर
हमीरपुर (हिमाचल प्रदेश)-177005 (भारत)
Hamirpur (H.P.)-177005 (India)

राजीव प्रियदर्शी
Rajeev P
वैज्ञानिक-जी/उपमहानिदेशक
Scientist-G/Deputy Director General
भारतीय मानक ब्यूरो
Bureau of Indian Standards
उत्तर क्षेत्रीय कार्यालय
NORTHERN REGIONAL OFFICE
प्लॉट नं० 4-ए, सेक्टर 27-बी चण्डीगढ़
Plot No. 4-A, Sec. 27-B, Chandigarh

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. National Institute of Technology, Hamirpur (HP) and the Bureau agree to collaborate in the following areas:
- Participate in Standardization activity through Technical Committees of the Bureau at National & International level.
 - undertake R&D Projects related to standardization and conformity assessment,
 - 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.
 - 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.
 - Exchange publications and other literature of common interest related to Standardization and Conformity Assessment.
 - Exchange information on research and educational programmes and other programmes relevant to Standardization and Conformity Assessment.
 - National Institute of Technology, Hamirpur (HP) 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.
 - Explore the possibility for setting up a Centre of Excellence in the field of Standardization, Testing & Conformity Assessment at National Institute of Technology, Hamirpur (HP).

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राष्ट्रीय प्रौद्योगिकी संस्थान हमीरपुर
हमीरपुर (हिमाचल प्रदेश)-177005 (भारत)
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राजीव पी
Rajeev P
वैज्ञानिक-जी/उपमहानिदेशक
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- k) Explore the possibility of hiring of National Institute of Technology, Hamirpur(HP) faculty as consultants on secondment basis.
- l) Explore the possibility of using laboratory facilities available at National Institute of Technology, Hamirpur (HP) 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 collaboration 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 National Institute of Technology, Hamirpur (HP) 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 National Institute of Technology, Hamirpur (HP) pursuant to this MoU are on an as-is-where-is basis. National Institute of Technology, Hamirpur (HP) does not make any warranties of any kind, either express or implied, as to any matter including,

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(भारत)
पिन-177005 (India)

राजीव जी
Rajeev B
Scientist-G/Deputy Director General
भारतीय मानक ब्यूरो
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उत्तर क्षेत्रीय कार्यालय
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but not limited to, warranty of fitness for particular purpose, or merchantability, exclusivity or results obtained from use. National Institute of Technology, Hamirpur (HP) 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 National Institute of Technology, Hamirpur (HP) 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. National Institute of Technology, Hamirpur (HP) 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.

8. Amendment

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

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

Signed

Prof. H. M. Susha
Director
NIT Hamirpur

Seal

Date:

Witness:

Date:

H.M. Susha
07/02/24
प्रो. सुषा सुर्यवंशी
Prof. H.M. Susha
निदेशक/Director
राष्ट्रीय प्रौद्योगिकी संस्थान हमीरपुर
हमीरपुर (हिमाचल प्रदेश)-177005 (भारत)
NIT Hamirpur (H.P.)-177005 (India)

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07/24
NODAL OFFICER (BIS)
NIT HAMIRPUR.

Signed

श्री. राजीव पी.
Deputy Director General
Bureau of Indian Standards

Seal

Date:

Witness:

Date:

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वैज्ञानिक-जी/उपमहानिदेशक
Scientist-G/Deputy Director General
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Plot No. 4-A, Sec. 27-B, Chandigarh

Vijayaveeran K.
विजयवीरन के.के.
Vijayaveeran K.
वैज्ञानिक-ई/निदेशक एवं प्रमुख
Scientist-E/ Director & Head
भारतीय मानक ब्यूरो
Bureau of Indian Standards
पी आर शाखा कार्यालय, (एन.आर.ओ.बिल्डिंग)
P R Branch Office (NRO Building)
प्लॉट नं 4-ए, सेक्टर 27-बी, मध्य मार्ग, चण्डीगढ़ 160019
Plot No. 4-A, Sector 27-B, Madhya Marg, Chandigarh-160019