



Memorandum of Understanding
for Standardization & Conformity Assessment Collaboration Between

Bureau of Indian standards
and
(Gaya College of Engineering, Gaya Bihar)

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

The Gaya College of Engineering, Gaya Bihar, an institute 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, established under the Institute of Technology Act, 1961, / The National Institutes of Technology, Science Education and Research Act, 2007/The University Grants Commission Act, 1956 (as applicable), enacted by the Parliament of Republic of India, having its office at Gaya College Of Engineering Sri Krishna Nagar, P.O Nagari Yana, Via Buniyadganij, Pin – 823003, Gaya, Bihar, India hereinafter referred to as GCE Gaya, or the SECOND PARTY.

Both the Bureau and GCE Gaya hereinafter refer to individually as the 'Party' and collectively as 'Parties'.

1. General

1.1 The Bureau, with this Memorandum of Understanding (MoU) with GCE Gaya 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 GCE Gaya 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 GCE Gaya 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) GCE Gaya 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.
- i) 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 GCE Gaya.
- k) explore the possibility of hiring of GCE Gaya faculty as consultants on secondment basis.
- l) explore the possibility of using laboratory facilities available at GCE Gaya 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 GCE Gaya 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 GCE Gaya pursuant to this MoU are on an as-is-where-is basis. GCE Gaya 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. GCE Gaya 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 GCE Gaya 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, GCE Gaya 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


Principal
Gaya College of Engineering
Gaya

(Name) Dr. Rajan Sarkar

(Designation) Principal

(GCE Gaya)

Seal

Principal
Gaya College of Engineering
Gaya

Date: 04.08.2023

Witness: Lavkush Gupta

Date: 04.08.2023

Signed


04/8/2023

(Name) Mr. Dibyendu Chakrabarty

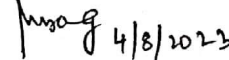
(Designation) Dy Director General
Eastern Region

Bureau of Indian Standards

Seal

दिव्येन्दु चक्रवर्ती / **DIBYENDU CHAKRABARTI**
उप महानिदेशक (पूर्व) / Dy. Director General (Eastern)
भारतीय मानक ब्यूरो / **BUREAU OF INDIAN STANDARDS**
एन एस आई बी भवन (आठवीं मंजिल), प्लॉट नंबर 7/7, 7/8,
ब्लॉक - सीपी, सेक्टर - V, साल्ट लेक, कोलकाता - 700091
NSIC Building (8th Floor) at Plot No. 7/7, 7/8,
Block - CP, Sector - V, Salt Lake, Kolkata - 700091

Date:

Witness:  4/8/2023

Date:

मनोदीप बाग / **MANODIP BAG**
वैज्ञानिक - डी / संयुक्त निदेशक / Scientist - D / Joint Director
भारतीय मानक ब्यूरो / **BUREAU OF INDIAN STANDARDS**
पूर्व क्षेत्रीय कार्यालय / **EASTERN REGIONAL OFFICE**
प्लॉट नंबर 7/7, 7/8, ब्लॉक - सीपी, सेक्टर - V,
साल्ट लेक, कोलकाता - 700091
Plot No. 7/7, 7/8, Block - CP, Sector - V,
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