



Memorandum of Understanding
for Standardization & Conformity Assessment Collaboration Between
Bureau of Indian Standards
and
National Institute of Technology Sikkim

This Memorandum of Understanding ('MoU') is made on 23rd day of 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 Technology Sikkim, an Institute of National Importance, 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 National Institutes of Technology, Science Education and Research Act, 2007, enacted by the Parliament of Republic of India, having its office at Barfung Block, Ravangla, Sikkim, 737139 hereinafter referred to as NIT Sikkim, or the SECOND PARTY.

Both the Bureau and NIT Sikkim hereinafter refer to individually as the 'Party' and collectively as 'Parties'.

1. General

1.1The Bureau, with this Memorandum of Understanding (MoU) with NIT Sikkim 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.

1.2NIT Sikkim shall nominate a Nodal Officer, who may be called Education Outreach Coordinator.

2. Objectives

2.1Both the Parties agree to develop the following collaborative activities in the areas of Standardization and Conformity Assessment on the basis of equality and reciprocity.

2.2NIT Sikkim 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) NIT Sikkim 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 NIT Sikkim.
- k) explore the possibility of hiring of NIT Sikkim faculty as consultants on secondment basis.
- l) explore the possibility of using laboratory facilities available at NIT Sikkim 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 NIT Sikkim 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 there from. 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 NIT Sikkim pursuant to this MoU are on an as-is-where-is basis. NIT Sikkim 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. NIT Sikkim 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 NIT Sikkim 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, NIT Sikkim 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


23/11/2023

Prof. Mahesh Chandra Govil

Director

National Institute of Technology Sikkim


Seal

Director
National Institute of Technology Sikkim
Ravangla, Dist. - Namchi, Sikkim - 737103


Date:

Witness: 

Date: 23/11/2023


Dr. Anindya Biswas
Associate Professor
Department of Physics
National Institute of Technology Sikkim

Signed


23/11/2023

Shri Dibyendu Chakrabarti

Dy. Director General (Eastern)

Bureau of Indian Standards

Seal

दिव्येन्दु चक्रवर्ती / DIBYENDU CHAKRABARTI
उप महानिदेशक (पूर्वी) / Dy. Director General (Eastern)
भारतीय मानक ब्यूरो / BUREAU OF INDIAN STANDARDS
एन एस आई सी 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: 

Date: 23/11/2023

अनिन्द्या चक्रवर्ती / ANINDYA CHAKRABARTI
बि.एस.टी. विभागाध्यक्ष (कमरांक 21) Senior Director & HEAD (KKBO-2)
भारतीय मानक ब्यूरो, कोलकाता शाखा कार्यालय - II
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