



**Memorandum of Understanding  
for Collaboration in the Areas of Standardization & Conformity  
Assessment Between  
Harcourt Butler Technical University, Kanpur  
And  
Bureau of Indian Standards  
as of the Thirteenth of May, 2019**

This Memorandum of Understanding ("MoU") is effective as of the Thirteenth of May, 2019 ("Effective Date") by and between Harcourt Butler Technical University, Kanpur an University established in year 2016 by the Government of Uttar Pradesh with a view for making it a leading Residential University to become a Centre of Excellence with focus on Research and Development and Incubation in the field of Engineering, Technology, Basic & Applied Sciences, Humanities, Social Science & Management Architecture and other professional courses hereinafter referred to as **HBTU K** of the **FIRST PARTY**,

and

Bureau of Indian Standards, the National Standard Body of India established under the Bureau of Indian Standards Act, 2016 for the harmonious development of the activities of standardisation, conformity assessment and quality assurance of goods, articles, processes, systems and services and for matters connected therewith or incidental thereto, having its Head Office at 9-Bahadur Shah Zafar Marg, New Delhi-110002, hereinafter referred to as the **Bureau**, of the **SECOND PARTY**.

The aforesaid institutions are hereinafter referred to individually as the "Party" and collectively as the "Parties".

*mc*

*sdg*

## 1. General :

HBTU K and the Bureau agree to establish cooperation in areas of Standardization & Conformity Assessment *in the field of Oils, soaps, detergents, Paints, Plastic, Lubricant, fragrances & essential oils and Food technology* 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. Objective :

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

HBTU K and the Bureau agree to collaborate in the following areas:

- a) participate in Standardization activity in the agreed fields through Technical Committees of the Bureau at National & International level.
- b) undertake Research and Development (R&D) Projects related to standardization and conformity assessment in the agreed fields,
- c) develop infrastructure support for R&D Projects of relevance to standardization. The Bureau will provide infrastructure support to HBTU K for R&D Projects of relevance to Standardization in the agreed fields. The terms and conditions for infrastructure support and finance to be jointly worked out based on the R&D Projects.
- d) 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.
- e) exchange publications and other literature of common interest related to Standardization and Conformity Assessment in the agreed fields

mc

edg

- f) exchange information on research and educational programmes and other programmes relevant to Standardization and Conformity Assessment in the agreed fields.
- g) HBTU K to consider introduction of topics on standardization in the agreed fields in academics for which the Bureau would provide all inputs required to create teaching modules on the concept of Standardization and Conformity Assessment.
- h) jointly organize training and short-term education programmes on Standardization and Conformity Assessment in the agreed fields.
- i) explore the possibility of the hiring of HBTU K faculty as consultants on secondment basis.
- j) explore the possibility of using laboratory facilities available at HBTU K for catering to the needs of various Conformity Assessment Schemes of Bureau in the agreed fields.
- k) Any other mutually agreed to area of collaboration

Terms and conditions for collaboration in various fields will be worked out and agreed through written consent between the Parties.

### **3. Intellectual Property Rights:**

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 HBTU K shall be vested with that Party.

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.

Ownership of any intellectual property, including but not limited to confidential information, know-how, patents, copyrights, design rights, rights

*ml*

*shy*

relating to computer software, and any other industrial or intellectual property rights developed jointly during the course of this MoU shall be vested in both the Parties. However, Copyrights of Indian Standards vests with the Bureau.

**4. Effective date, duration, termination of the MoU:**

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:**

The Parties shall ensure the confidentiality of documents and information received within the framework of this MoU. The documentation and information can be shared with a third party only with the written consent of the Party, which has provided the information and documentation.

**6. Warranty:**

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

In case, there be a dispute relating to any aspect of the cooperation, HBTU K 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 consent of the Parties.

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

**For and on behalf of HBTU K**

**For and on behalf of the Bureau**

  
Prof Manoj Kumar Shukla  
Registrar  
Harcourt Butler Technical University,  
Kanpur


  
Smt. Surina Rajan, IAS  
Director General  
Bureau of Indian Standards

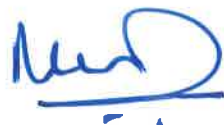
Date: 13 May 2019

Date: 13 May 2019

**Witness:**

**Witness:**

  
Prof. R K Trivedi  
Professor & Head  
Deptt of Oil & Paint Technology,  
Harcourt Butler Technical University,  
Kanpur  
& Director STEP-HBTI, Kanpur

  
Dr. R.K. Bajaj  
Scientist -G (DDG-Standardization)  
Bureau of Indian Standards

Date: 13 May 2019

Date: 13 May 2019