

Memorandum of Understanding (MoU)
between
CSIR-National Physical Laboratory (NPL), New Delhi
And
Reference Material Producer

Memorandum of Understanding (MoU) for Bhartiya Nirdeshak Dravyas (BND™)

1. AGREEMENT

1.1 COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH (CSIR), a Society registered under the Societies Registration Act (XXI of 1860), having its registered office at Anusandhan Bhawan, 2, Rafi Marg, New Delhi – 110001 through its one of the constituent laboratories, **CSIR-NATIONAL PHYSICAL LABORATORY**, Dr. K.S. Krishnan Road, New Delhi (India) (hereinafter called **CSIR-NPL** which expression shall wherever the context so admits include its successors and permitted assigns) of the first party.

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1.2 REFERENCE MATERIAL PRODUCER (RMP), a company, having its registered office at, India (hereinafter called RMP XXXX which expression shall wherever the context so admits include its successors and permitted assigns) of the second party.

2. PREAMBLE:

2.1 WHEREAS, CSIR-NPL is mandated to be India's "National Measurement Institute" (NMI) by the act of Parliament and its associated rules for legal metrology. CSIR-NPL is the custodian of "National Standards" with a responsibility of realization, establishment, upgradation, maintenance and dissemination of standards at par to international level. CSIR-NPL is serving the Indian industry, academia and strategic sectors to excel in their endeavours by providing APEX level testing and calibration facilities. CSIR- NPL is involved in production of Certified Indian Reference Materials with trade name Bhartiya Nirdeshak Dravyas (BND™) for more than three decades in various matrices.

2.2 WHEREAS, RMP XXXX is one of the accredited manufacturers and exporters of RMs. Under this category, they offer a wide assortment of RMs.....

Certified Reference Materials (CRMs) play pivotal role in maintaining the quality infrastructure of any economy through testing and calibration with precise measurements traceable to SI units.

Reference Material (RM) - Material, sufficiently homogeneous and stable with respect to one or more specified properties, which has been established to be fit for its intended use in a measurement process.

Certified Reference Material (CRM) - Reference material characterized by a metrologically valid procedure for one or more specified properties, accompanied by a certificate that provides the value of the specified property, its associated uncertainty, and a statement of metrological traceability.

Bhartiya Nirdeshak Dravyas (BND™):

A CRM developed by CSIR-NPL having metrological traceability for one or more specified properties with associated uncertainty, accompanied by a certificate of analysis. The term “Bhartiya Nirdeshak Dravyas (BND™)” is registered with Registrar of Trademark office, India.

3. SCOPE OF MoU

Whereas, CSIR-NPL is an NMI and **RMP XXXX** has the capability for the development of Certified Reference Material as per ISO Guide 34. CSIR-NPL and **RMP XXXX** have shown interest in working together to produce Certified Reference Materials (CRMs) with traceability to SI Units under the trade name of BND in the respective field. **RMP XXXX** intends to partner with CSIR-NPL for jointly certifying Petroleum BNDs. The availability of SI traceable BND™ will bring a boost to “Make in India” program and harmonize the quality infrastructure of the country. For the Development of BNDs, the certificate, labels, documents will be issued jointly by CSIR-NPL and **RMP XXXX** in line with CSIR-NPL and ISO specific criteria as applicable.

4 . MODALITIES OF REGISTERING RMs UNDER BND™ TRADEMARK

4.1 In consideration of financial arrangements as provided in clause 7.1, CSIR-NPL hereby agrees to provide continuous services to **RMP XXXX** for SI traceability for the period of agreement.

4.2 The MoU shall come in to force from the date of signing of the agreement (herein after called the effective date) and shall remain valid for a period of five years thereafter. Subsequently, the MoU will be renewed on mutual agreement between CSIR-NPL and **RMP XXXX**.

In the pursuance of the above, both parties have agreed to work together to further the above cause by using the facilities of each other as per this MoU.

5. RESPONSIBILITIES OF RMP XXXX

5.1 **RMP XXXX** shall share the methodology adopted in the preparation of CRM to be registered under BND™.

5.2 **RMP XXXX** shall pay charges as decided mutually by CSIR-NPL and **RMP XXXX** for providing the services as per clause 7.1, ANNEXURE-I.

5.3 **RMP XXXX** will make necessary arrangement for the storage of BND™ as per ISO guidelines.

5.4 **RMP XXXX** will provide the BND™ to interested customers under the joint effort of **RMP XXXX** and CSIR-NPL.

5.5 **RMP XXXX** shall be at its liberty to manufacture and market RMs, CRMs for the accredited range and scope as per ISO guide 34/ ISO 17034 guidelines without BND trademark.

5.6 Notwithstanding this MoU, **RMP XXXX** may provide traceability to SI units for its RMs/CRMs by use of NIST SRM, UKAS RM, ERM or any equivalent standards as permitted by ISO guides as per requirement of customers or as per specific requirements of **RMP XXXX**.

5.7 **RMP XXXX** shall permit the personnel of CSIR-NPL based on requirement, to enter into and upon any premises of **RMP XXXX** where RMs are being produced.

5.8 **RMP XXXX** shall not file any application for seeking intellectual property rights in its own name or in the name of other person(s) on any matter relating to the information and data disclosed to it by CSIR-NPL.

6. RESPONSIBILITIES OF CSIR-NPL

6.1 CSIR-NPL shall receive RMs owned by **RMP XXXX** at its premises during the period of agreement.

6.2 CSIR-NPL shall provide traceability/support to establish the traceability of the parameters of specific matrix RM developed by the **RMP XXXX** within the scope of ISO Guide 34/ISO 17034.

6.3 CSIR-NPL shall issue a certificate for the CRM with a unique BND™ number.

6.4 CSIR-NPL shall render Scientific/Technical support for the development of BND™ to **RMP XXXX** personnel as and when required.

6.5 CSIR- NPL will keep the knowhow on methodology shared for manufacturing of BND™ confidential.

6.6 CSIR-NPL shall arrange ISO related training to **RMP XXXX** personnel at CSIR-NPL/ **RMP XXXX** Premises. However, all the expenses will be taken care by **RMP XXXX**.

6.7 CSIR-NPL shall provide the services (including certification) in a time bound manner.

6.8 CSIR-NPL will support **RMP XXXX** to disseminate the produced BND™ for the certified parameters during the period of MoU.

7. FINANCIAL AGREEMENT

7.1 The consideration of the services and responsibilities being granted by CSIR-NPL to **RMP XXXX** under this MoU, the **RMP XXXX** shall execute mutually agreed financial contracts with CSIR-NPL following this MoU, as per ANNEXURE –I.

8. GENERAL PROVISIONS

8.1 This MoU shall be the sole repository of the terms and conditions agreed to herein by the between CSIR-NPL and RMP XXXX.

8.2 Either Party to this MoU shall be entitled to request an amendment or modification to this MoU by submitting its request in writing to the other Party. If the other Party agrees to amend this MoU, the amendment shall take effect after it is signed by both Parties.

8.3 Prior to the effectiveness of any such amendment, original terms and conditions of this MoU shall remain in full force and shall only be superseded after the signature of the amendment by both the Parties and then only to the extent specifically provided in such amendment.

8.4 The Parties may cancel the MoU either wholly or in part by giving three (3) months written notice by written consent.

8.5 If necessary, MoU review process can be done yearly or as per the frequency mutually decided.

9. MANAGEMENT

9.1 An apex body with Director, CSIR-NPL and concerned Authority of **RMP XXXX** as members shall monitor the implementation of this MoU and provide decision on managerial and financial related matters.

9.2 A team appointed by Director NPL and concern Authority of **RMP XXXX** shall hold periodic discussions on scientific and technical matters and resolve the issues, if any.

9.3 Any unresolved issue shall be referred to apex body.

10. FORCE MAJEURE

10.1 The purpose of this clause is to establish the consequences of FORCE MAJEURE events preventing either Party from complying with any of its responsibilities under this MoU.

10.2 For the purpose of this Article, the term FORCE MAJEURE shall refer to unforeseen and irresistible events extrinsic to this MoU and which are beyond the reasonable control of the party such as wars, riots, serious floods typhoons and earthquake leading to the damage or destruction of the facilities required for the services. The term shall not include strikes or other events caused by labour disputes, unless such strikes or other events are part of national or regional disputes.

10.3 The party affected by FORCE MAJEUR event shall send notification of this to the other party by telex or facsimile without undue delay, and shall send to the other Party by registered/ speed post mail within fourteen (14) days, a confirmation certificate issued by the authorities or departments concerned along with a detailed explanation.

10.4 During the period of effect of the FORCE MAJURE event, the execution of any services requirement agreed between the parties under this MoU shall be suspended without damages for the party affected by such a FORCE MAJEURE event.

10.5 In case of a FORCE MAJEURE event, the parties agree to do their utmost in order to minimize the negative impact on the other party of the suspension, and each party shall do its best to execute the service requirements already initiated.

10.6 Should the FORCE MAJEURE event last for more than two (2) months, each party shall have the option of terminating the MoU; the party wishing to terminate this MoU shall notify the other Party of its intention in writing.

11. ARBITRATION

11.1 The Parties shall make every effort to amicably resolve by direct informal negotiation any disagreement or dispute arising between them pursuant to or in connection with this MoU.

11.2 If the parties are unable to amicably resolve any disagreement or dispute within Ninety (90) days from the date when such disagreement or dispute arose, then the unresolved dispute or difference shall be taken by Heads of the both the organization.

12. CONFIDENTIALITY

12.1 Each party shall have the responsibility to keep confidentiality of the techniques, technical documents and information obtained from the other Party. Both Parties shall not disclose any of them to any third party unless otherwise explicitly agreed by the parties.

12.2 Neither of the two Parties shall disclose the content of MoU to any third Party without the written permission of the other Party.

13. ASSIGNMENT

13.1 The rights and/or liabilities arising to any party of this MoU shall not be assigned except with the written consent of the other party and subject to such terms and conditions as may be mutually agreed upon.

13.2 Jurisdiction: In case of violation of MoU, the matter will be subjected to New Delhi Jurisdiction only.

This MoU execute between CSIR-NPL and **RMP XXXX** at New Delhi on ...day of...(month), two thousand eighteen. IN WITNESS WHERE OF, the parties hereto have entered and agreed to this MoU effective at as of the day and year first above written.

Signature Date Position: Director/Nominee Affiliation & Seal: CSIR-NPL	Signature Date Position: Concern Authority of RMP XXXX /Nominee Affiliation & Seal:
<u>Witness:</u> Signature: Name: Date: Position:	<u>Witness:</u> Signature: Name: Date: Position:

Key Contacts at CSIR-NPL New Delhi:

Name	Organisation	Role	Telephone	Email
Dr. D.K. Aswal	CSIR-NPL	Director	45609302	dkaswal@nplindia.org
Dr. R.P. Pant	CSIR-NPL	Nodal Office	45608309	rppant@nplindia.org

Key Contacts at RMP:

Name	Organisation	Role	Telephone	Email
Concern Authority	RMP XXXX			

Financial Agreement

Sr. No.	Name of the Company	Registration charges	Certification charges
1.	External RMPs	Rs. 10,000/- for one BND™ per batch	10 % of the selling price of each BND™ (includes Certification, Methodology, Evaluation of assigned value, Traceability etc.)

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