



BUREAU OF INDIAN STANDARDS

Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi – 110002

Industry Consultation & Lab Visit

Bureau of Indian Standards (BIS), **a statutory body under Ministry of Consumer Affairs, Food and Public Distribution, Govt. of India**, is the National Standards Body of India. It undertakes activities in the field of Standardization, Product and System Certification, Hallmarking of Gold/Silver Jewellery, Laboratory Testing etc., in the country. BIS is also responsible for Standardization and Certification at the International level.

BIS envisages outsourcing of Lab operations in Public Private Partnership (PPP) mode with a competent agency, which has got relevant experience of effectively operating labs and testing of products across various sectors.

An Industry Consultation discussion will be held with relevant and interested industry players having experience in Laboratory operations on proposed PPP model and BIS looks forward for participation from Industry on the same. The details of the session is as follows:

Topic: Industry Consultation – Implementation of PPP model - Lab Operation

Time : 11:00 AM – 03:00 PM

Date : 24th May 2019

Venue: BIS, Central Lab, 20/9, Sahibabad Industrial Area Site 4, Ghaziabad, Uttar Pradesh, 201010

Interested Lab agencies may nominate themselves for the meeting by sending email at clpolicycell@bis.gov.in before 5 PM on 23rd May, 2019. The participating agencies are also required to bring one copy of signed and stamped NDA (Non disclosure agreement) in the enclosed format.

Agreement

This Agreement ("**Agreement**") is entered into on this ... day of May, 2019 ("**Effective Date**") by and between

Bureau of Indian Standards, represented by the Director General, having its office located at Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi- 110002, India which expression shall, unless repugnant to the context, include its successors and assigns (hereinafter referred to as "**the Bureau**")

And

M/s. _____ a Company registered under the Companies Act 2013 and having its registered office at _____ represented by Mr. _____ which expression shall, unless repugnant to the context include its successors (hereinafter referred as "**the Company**")

The Bureau and Company shall hereinafter be referred individually as Party/ as specified hereinabove and jointly as "**Parties**".

Whereas:

1. The Bureau is constituted with an objective of providing harmonious development of the activities of standardization, marking and quality certification of goods and for matters connected therewith or incidental thereto.
2. Whereas the Bureau invited or will invite Industry Stakeholders to share inputs structuring Public Private Partnership (PPP) model for Lab operations. The Bureau will also share confidential information related to its Labs and its operations.
3. Whereas the Company is identified as an interested party as per the terms of the invitation.

NOW THEREFORE, Both the parties have agreed as follow:

1. **Duration:** This agreement shall remain valid for a period of 5 years w.e.f. May, 21st, 2019
2. **Confidential Information.**
 - a. The term "**Confidential Information**" as used in this Agreement shall mean any data, information, or knowledge disclosed by the Bureau to the Company or Resource appointed by the Company and not generally known to the public, including but not limited to: the Bureau's business or operational plans or activities, existing or contemplated markets, advertising initiatives, methods of operation, products, services, designs, software source or object code, compressed or uncompressed binaries, inventions, financial information, medical documents, know-how, trade secrets or any other information of any

of whatever kind and nature that the Company desires to maintain confidential whether specifically marked as Confidential or not.

- b. Exclusions to Confidential Information: The obligation of confidentiality with respect to Confidential Information will not apply to any information:
 - i. If the information is or becomes publicly known and available other than as a result of prior unauthorized disclosure by the Company or its Resources.
 - ii. If the information is or was received by the Company or its Resources from a third-party source which, to the best knowledge of the Company or its Resources, is or was not under a confidentiality obligation to the Bureau with regard to such information;
 - iii. If the information is disclosed by the Company and or its Resources with the Bureau's prior written permission and approval;
 - iv. If the Company and or its Resources is legally compelled by applicable law, by any court, governmental agency, or regulatory authority or subpoena or discovery request in pending litigation, but only if, to the extent lawful, the Company and or its Resources gives prompt written notice of that fact to the Bureau prior to disclosure so that the Bureau may request a protective order or other remedy, the Company and or its Resources may disclose only such portion of the Confidential Information which it is legally obligated to disclose.

3. Obligation to Maintain Confidentiality:

- a. The Company or its Resources agrees to retain the Confidential Information in strict confidence, to protect the security, integrity, and confidentiality of such information and to not permit unauthorized access to or unauthorized use, disclosure, publication, or dissemination of Confidential Information except in conformity with this Agreement.
 - b. Confidential Information is and will remain the sole and exclusive property of the Bureau and will not be disclosed or revealed by the Company or its Resources, except (i) with the Bureau's prior written consent.
 - c. The obligation not to disclose Confidential Information shall survive the termination of this Agreement, and at no time will the Company or its Resources be permitted to disclose Confidential Information, except to the extent that such Confidential Information is excluded from the obligations of confidentiality under this Agreement.
4. **Remedies:** The Company or its Resources acknowledges that use or disclosure of any confidential and proprietary information in a manner inconsistent with this Agreement will give rise to irreparable injury for which damages would not be an adequate remedy. Accordingly, in addition to any other legal remedies which may be available at law or in equity, the Bureau shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of confidential and proprietary information. The Bureau shall be entitled to pursue any other legally permissible remedy available as a result of such breach, including but not limited to damages, both direct and consequential.

5. **Termination:** This Agreement can be terminated by either party by giving 15 days notice to the other party. Termination of this Agreement will not prejudice any rights of the Parties or terminate any obligations of confidentiality in respect of the Confidential Information existing prior to termination. Provided, further that the obligations of the Receiving Party under this Agreement shall always remain in effect for a period of 30 days from the expiry or termination of this Agreement.
6. **Notices:** Communication between Parties which are referred in the Agreement are effective only when in writing. A notice shall be effective only when it is delivered in terms of the Indian Contract Act.

All notices shall be issued by the authorized officer of the Parties unless otherwise provided in the Agreement. In case, the notice is sent by Registered Post or Speed Post to the last known place or abode or business of the Company or the Bureau, it shall be deemed to have been served on the date when in ordinary course of the post these would have been served on or delivered to them.

[the Bureau]
[Name of Contact Person and Title]
[Street Address]
[City, State, Zip Code]
[Telephone Number]
[Facsimile Number]

[Company]
[Street Address]
[City, State, Zip Code]
[Telephone Number]
[Facsimile Number]

7. Miscellaneous:

- a. This Agreement may be amended or modified only by a written agreement signed by both of the Parties.
- b. This NDA and its annexures sets forth the entire agreement between the Parties
- c. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. The validity and interpretation of this agreement shall be governed by the applicable laws of India and Parties shall be subject to the exclusive jurisdiction of the Courts of New Delhi to entertain any disputes

- d. No joint venture, partnership or agency relationship exists between the Resources, Company, the Bureau or any third-party as a result of this Agreement. Neither Party may assign its rights or delegate its duties under this Agreement without the other Party's prior written consent.
- e. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.
- f. Neither Party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the Party and any such waiver will be limited to the terms of such writing.
- g. Neither Party shall use the Intellectual Property of the other Party without the prior written consent of the other Party. Neither Party shall publish or permit to be published either, along or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Agreement or the business of the Parties without prior reference to and approval in writing from the other Party. The Bureau shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this industry consultation which shall be limited to all processes, products, specifications, reports, drawings and other documents which have been newly created and developed by the company solely during the performance of services and for the purposes of inter-alia use of such services under this Agreement. The Company undertakes to disclose all such Intellectual Property Rights arising in performance of the services to the Bureau.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

EMPLOYEE

[Name of Employee]

By: _____

COMPANY

[Name of Company]

By: _____

Name: _____

Title: _____
