



MEMORANDUM OF UNDERSTANDING (MoU)

between

**NATIONAL ACCREDITATION BOARD FOR
TESTING AND CALIBRATION LABORATORIES (NABL)**

and

EEPC INDIA

MEMORANDAM OF UNDERSTANDING (MOU)

FOR NABL AND EEPC INDIA

This Memorandum of Understanding is made on this **26th day of September, 2024** between **National Accreditation Board for Testing and Calibration Laboratories** a constituent Board of Quality Council of India (QCI) which is registered as a Society under Societies Registration Act 1860, situated at NABL House, Plot No. 45, Sector 44, Gurugram, Haryana 122003 hereinafter referred to as "NABL" (which term or expression unless excluded by or repugnant to the context, shall include its successors and assigns) of the **ONE PART**.

AND

EEPC India, a company formed and registered as a company under the provisions of Indian Companies Act, 1913 (Presently a Section 8 company under Companies Act, 2013) having its registered office at Vanijiya Bhavan (1st Floor), International Trade Facilitation Centre, 1/1, Wood Street, Kolkata -700 016, West Bengal (hereinafter referred to as "**EEPC**" which expression shall, where the context so admits, include its successors-in-interest, representatives and assigns) of the **OTHER PART**.

The above parties shall be jointly referred to as "Parties" and individually as "Party".

PREAMBLE

WHEREAS,

- a) National Accreditation Board for Testing and Calibration Laboratories (NABL) is an accreditation body, with its accreditation system established in accordance with ISO/ IEC 17011. NABL provides voluntary accreditation services to Testing / Calibration (ISO/IEC 17025) / Medical (ISO 15189) Laboratories, Proficiency Testing Providers (ISO/IEC 17043) and Reference Material Producers (ISO 17034) in India and Overseas Laboratory. It has Mutual Recognition Arrangements with Asia Pacific Accreditation Co-operation (APAC) and International Laboratory Accreditation Cooperation (ILAC).

b) EEPC India is the premier trade and investment promotion organization in India. It is sponsored by the Ministry of Commerce & Industry, Government of India and caters to the Indian engineering sector. EEPC India facilitates sourcing from India and encourages MSMEs to raise their standard at par with international best practices. It also encourages MSMEs to integrate their business with the global value chain. Parties are desirous to enter into a MOU between them, setting out the working arrangements towards the objective.

NOW, THEREFORE, in recognition of their common interests and objectives, the parties confirm their mutual understanding on the following:

1. Objective:

WHEREAS **EEPC India** and **NABL** have agreed to work jointly to create awareness among the members of EEPC about the NABL accreditation & its benefits which can improve the quality of products and services of the members.

2. SCOPE OF THIS MOU:

EEPC India and **NABL** agree to cooperate, to the extent that the laws of the land permit each of them to and also within the terms of reference of each of them, inter alia, in the following areas: -

- i. EEPC India will facilitate dissemination of information to its engineering members with help of NABL through workshops/seminars which may be organized by EEPC India or NABL singly or jointly on the significance and benefits of testing and calibration.
- ii. NABL to sensitize about the NABL accreditation process and its benefits to the in-house laboratories of engineering industries who are members of EEPC India.
- iii. NABL to provide free access to the knowledge resource centre of NABL in form of books, journals, e-journals, etc. to EEPC India members through EEPC India Technology Centre.

- iv. NABL to participate in the Technology Portal in the website of EEPC India to exhibit the facilities offered by NABL, for the benefit of MSME sector at large.
- v. NABL can participate at various national and international exhibition organized/arranged by EEPC India to exhibit their activities and benefits, as per agreed terms.

3. Responsibilities of the parties

i. Responsibilities of First Party / NABL

- a) The First Party / NABL shall organize awareness programs through workshops for the members of second Party / EEPC about the benefits of NABL accreditation as per mutually agreed schedule. Such awareness programs shall not be combined with any other program / event.
- b) No other organization other than NABL and EEPC will be included as organizer in the awareness programs, organized jointly by NABL and EEPC, except through mutual agreement.
- c) The first party/NABL shall provide the accreditation in accordance with ISO/IEC 17025:2017 to inhouse laboratories of the members of EEPC as per NABL procedure.

ii. Responsibilities of Second Party / EEPC

- a) The Second Party / EEPC shall organize awareness programs for EEPC members in coordination with their local chapters for NABL to sensitize the members about the benefits of NABL accreditation.
- b) Such awareness programs shall not be combined with any other program / event
- c) No other organization other than EEPC and NABL will be included as organizer in the awareness programs, organized jointly by NABL and EEPC, except through mutual agreement.
- d) Share the details of suitable experts to NABL who can be the potential NABL assessors.

- iii. Such other areas as may be mutually decided by the Parties.

4. EFFECTIVE DATE, DURATION AND TERMINATION OF THE MOU:

This Agreement becomes effective, subject to what is mentioned in Clause no. 9 of this Agreement, from the day of signing and shall remain operative, subject as above, until either of the two organisation requests its termination in writing to the other person at least three months in advance. Both the parties herein will have the right to propose amendments if and when they consider such amendments are necessary to improve the co-operation between them.

5. NO LIABILITY CLAUSE:

NABL and EEPC India agree that there would not be any legal and financial liability due to any lapse on either side due to reasons beyond control and on account of force majeure situation. Neither party will make any payment to the other party for any of the activities involved in the furtherance of this MoU. The awareness programs will be conducted at the EEPC premises wherever available and in such case any other cost apart from the venue will be borne by NABL. Both the parties shall bear their own expenses for travel, accommodation and any other expenses required in conduct of this awareness program.

6. INTELLECTUAL PROPERTY RIGHTS:

NABL and EEPC India will have ownership over their respective patent, copyright and / or publications arising out of / to be used for the technology developmental work and such intellectual property rights shall remain with the respective parties even after termination of this agreements.

7. CONFIDENTIALITY:

This MoU shall be private and confidential and the Parties hereto shall not

disclose or divulge the contents hereof to any third party.

(Except as required under law) without the written permission of the other party.

Neither party shall disclose any information or share any data concerning the affairs of other party which may have come to its knowledge by virtue of this association or otherwise to any other person/organization /anyone else without the written consent of other party.

8. FORCE MAJEURE:

Neither Party shall be held responsible for non-fulfillment of their respective obligations under this MoU due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, war, flood, earthquake, strike, lockouts, epidemics, pandemic, riots, civil commotion etc. provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

9. ENFORCEABILITY:

The aforementioned protocol and co-operation can only be implemented in a legally binding form on the basis of special agreements and other adopted resolutions, which may be elaborated in future and then also subject to the national laws of the country. It is made clear that nothing hereinabove, whether express or by necessary implication, shall be enforceable as against either party, and no right or liability, as the case may be, shall arise from this Agreement in favour and/or as against any of the parties hereto.

10. INDEMNITY

Parties agree to defend, indemnify, and hold the other party and its employees, directors, and officers harmless for any claims, losses, due to breach of

contract on account of any negligent act or omission, any breach of its obligations provided in this Agreement or any violation of applicable law, rule, or regulation by either party or its agents during and after the term of the MoU.

11. AMENDMENT

Any amendment & waiver with respect to any provision of this MoU shall be made in writing and signed by both parties

12. DISPUTE RESOLUTION

The MoU is based on mutual trust, understanding and confidence. Both the parties agree to carry out the activities under the MoU in good faith. Any dispute, controversy or claim arising out of or in relation to this MoU, or the breach, termination, or invalidity thereof, shall be settled amicably by negotiation between the Parties.

Any dispute, conflict of interest or problems arising from the application or interpretation of this MoU shall be resolved by mutual discussion and in good faith.

13. FURTHER COOPERATION

This MoU is signed in good faith as an indication of the sincere intention of the parties to build upon mutual respect and confidence they have for each other. Specific understanding with regard to this MoU would be arrived at the stage of separate agreement between the parties which shall contain finer details qua the implementation of obligations under this MoU.

14. GOVERNING LAW

This MoU shall be governed by, and construed, in accordance with the prevailing laws of India, subject to the exclusive jurisdiction of courts at New Delhi.

15. OTHER TERMS AND CONDITIONS

The following broad terms and conditions are mutually agreed upon by both the parties hereto.

- a. It is agreed that both the parties shall have no financial obligation to each other.
- b. It is agreed that this MoU is based on mutual trust and without any penal liabilities

- c. The MoU shall be in force until either of the two parties requests its termination in writing to the other person at least three months in advance. A notice of withdrawal shall be sent and acknowledged.
- d. Both parties agree that either of them will not be liable for any disputes, legal or otherwise that may arise out of the actions of the First Party/NABL or the Second Party/EEPC with any third Party (whomsoever).

16. MISCELLANEOUS

This MoU shall not be valid until approved and executed by authorized representatives of both Parties. Further signatory to this MoU represents and warrants that they have all the necessary authority and power to enter into this MoU and perform its obligations hereunder

This memorandum of understanding is made in duplicate in English language.

In witness whereof **EEPC India** and **National Accreditation Board for Testing and Calibration Laboratories** cause their representatives to set their hands hereto in Kolkata on the date mentioned above.

Signed for and on behalf National Accreditation Board for Testing and Calibration Laboratories

Signed for and on behalf of EEPC India




N. Venkateswaran
Chief Executive Officer

Gurvinder Singh
Senior Director

GURVINDER SINGH
SR. Director

SPONSORED BY
Vandhana Bldg., 4th Floor, 11, Tolstoy Marg
New Delhi - 110 001

Seal:

Seal:

1. Witness (Name & Address)

1. Witness (Name & Address)

Anita Raw
Joint Director
NABL

EEPC INDIA
DJ BASU
Director (Pers & Admn.)

