



**Memorandum of Understanding (MOU)**  
**for the use of the content of**  
**EN 115:1995+A1:1998+A2:2004 for national adoption in India**

BY this MOU, THE EUROPEAN COMMITTEE FOR STANDARDIZATION, with registered office in Avenue Marnix 17, B-1000 Brussels, Belgium (hereinafter referred to as “CEN”)

And

THE BUREAU OF INDIAN STANDARDS, with registered offices in Manak Bhavan, 9 Bahadur Shah Zafar Marg New Delhi 110 002, India (hereinafter referred to as “BIS”)

Agree on the terms and conditions for the use by BIS of the content of the **EN 115:1995+A1:1998+A2:2004 Safety rules for the construction and installation of escalators and passenger conveyors** (hereinafter referred to as the “EN”) for the purpose of the development and distribution of the three national standards: DOC: ET 25 (6607), DOC: ET 25 (6608) and DOC: ET 25 (6609) (hereinafter referred to as the “National Standards”), in full respect of CEN copyright protection rules.

SPECIFIC CONDITIONS governing the implementation of this MOU between CEN and BIS are as follows:

- BIS shall ensure that the foreword of each of the National Standards includes an acknowledgement that the text contains extracts of the EN, reproduced with the permission of CEN
- BIS shall notify CEN of the publication of the National Standards using the content of the EN provided under the terms of this MOU, by sending an electronic copy of the National Standards to the attention of the External Relations Director at the following e-mail address: [ENadoptions@cencenelec.eu](mailto:ENadoptions@cencenelec.eu);
- BIS shall not represent the National Standards developed under this MOU as having the status of European Standards in any of its advertisements or other promotional material or activity or in any of its communications with customers or the general public;
- There shall be no limitation on marketing and sale of the National Standards developed under this MOU within the Indian Territory. BIS shall not seek customers or undertake active promotions of the National Standards outside the Indian Territory. For the purposes of this MOU, passive advertisement or sale via a web-site shall not be considered as active promotion;
- The distribution of the National Standards developed under this MOU shall not be subject to any royalty;

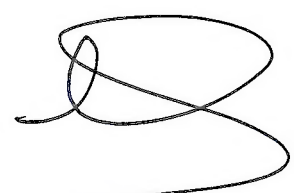
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- BIS shall keep an accurate record of all sales of the National Standards developed under this MOU and shall render a statement in writing to CEN each quarter, using the template provided by CEN to this effect;
- BIS shall refrain from using any Trade Mark or Trade Name resembling the Trade Mark or Trade Name of CEN, as to be likely to cause confusion or deception;
- CEN and BIS acknowledge that the present MOU is established for a limited duration of two years from the date of its signature. It should be repealed by a Framework License MOU to be signed by CEN and BIS within this two-year timeframe.
- Amendments may be made to this Memorandum of Understanding upon mutual agreement between CEN and BIS.
- The Parties shall solve amicably any problem arising under or relating to the interpretation or implementation of this Memorandum of Understanding.
- This Memorandum of Understanding may be terminated at any time by either Party giving at least one months' prior notice to the other Party

8.1. IN WITNESS WHEREOF, this MOU in English and Hindi is made out in two original copies and is duly signed by authorized representatives of CEN and BIS. In case of any difference in interpretation or discrepancy between the language versions, the English version of the Agreement shall prevail.

**Signed for and on behalf of BIS**

**Signed for and on behalf of CEN**



Mrs. Alka Panda  
Director General  
Date: 23/03/2017

Mrs. Elena SANTIAGO CID  
Director General  
Date 03/04/2017