



**Memorandum of Understanding
Between
Bureau of Indian Standards
And Underwriters Laboratories Inc. (UL)**

This Memorandum of Understanding (“MoU”) is entered into on this 12th day of April 2021 between the Bureau of Indian Standards, 9, Bahadur Shah Zafar Marg, New Delhi 110002 (hereinafter referred to as the Bureau) as the FIRST PARTY and M/s Underwriters Laboratories Inc., a Delaware not-for-profit corporation, whose principal office is located at 333 Pfingsten Road, Northbrook, Illinois 60062 (hereinafter referred to as UL) as the SECOND PARTY. The Bureau and the UL are collectively referred to herein as “The Parties” and individually as a “Party”.

WHEREAS UL is accredited as a standards development organization in the United States and Canada and holds copyrights in the UL Standards for Safety and UL Standards for Sustainability (“UL Standards”);

WHEREAS Bureau is recognized as the National Standardization Body in India and represents India at the International Standardization Organization (ISO) and International Electrotechnical Commission (IEC);

WHEREAS, the parties believe it would be beneficial to work together to further the development of Indian national standards through studying for reference or the adoption or adaption of UL Standards in India.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants of the parties hereto, have agreed as follows:

1. SCOPE & PURPOSE.

- (i) The purpose of this MoU is to provide a framework for collaboration between the parties to:
 - (a) Promote communication between the two organizations;
 - (b) Avoid duplication of work efforts where possible;
 - (c) Increase knowledge of each other’s standards development activities;
 - (d) Utilize the resources of UL to strengthen the Indian national standards system; and
 - (e) Allow for the acceptance and use of UL Standards in India where determined to be appropriate by Bureau under separate agreements that would allow Bureau to adopt or adapt current published UL standards and new UL standards developed in India in part or complete standard.



(ii) In furtherance of this, UL agrees to the following:

- (a) To provide Bureau and Bureau's staff with electronic access to UL's Standards Library at no charge for Bureau's internal use only and shall provide with email notification of new and/or updated UL Standards which have been added to the Library.
- (b) To consider and negotiate the terms of potential agreements that would allow Bureau to adopt or adapt current published UL standards and new UL standards developed in India in part or complete standard.
- (c) To encourage Bureau designees to apply for membership on relevant UL Standards Technical Panels ("STPs").

(iii) Bureau agrees:

- (a) To limit use of UL's Standards Library to only staff at Bureau and only for the purpose of fulfilling the goals of this MoU, such use by Bureau staff shall be restricted to on-line viewing of the Library and to those Bureau staff involved in standardization, rather than conformity assessment;
 - (b) To identify specific Bureau leaders, stakeholders and technical experts to apply for membership on UL STPs; and
 - (c) To consider to adopt or adapt specific UL Standards or part of UL standards, as specifically agreed by UL, as the basis of Bureau standard and reference UL Standards where possible in Indian standards with appropriate reference to UL's copyright (subject to separate agreement).
- (iv) The parties also agree to arrange for semi-annual discussions to discuss the status of activities associated with this MoU.
- (v) Any right by Bureau to publish, adopt or adapt, translate, print or distribute any UL standards or other documents containing UL copyrighted material shall be subject to a separate, negotiated agreement.
- (vi) The parties may issue press releases and other publicity regarding this MOU, provided that such materials are provided to, and approved in writing by, the other party prior to release.

2. CONFIDENTIALITY:

- (i) Each party acknowledges that by reason of its relationship with the other party, it will have access to certain information and materials concerning the other party, its business,



technology, and/or products that is confidential and of substantial value to the other party, which value would be impaired if such information were disclosed to third parties ("Confidential Information"). Except as provided herein, each party agrees that it will not use in any way for its own account or the account of any third party, nor disclose to any third party, any such Confidential Information, and will protect the confidentiality of such information with the same degree of care which it uses to protect its own confidential information, using no less than a reasonable degree of care. Such use and non-disclosure obligations shall not apply to information which (a) was already rightfully known to the party prior to disclosure by the other party hereunder; (b) is in or has entered the public domain through no breach of this MoU or other wrongful act of the other party; (c) has been rightfully received from a third party not under obligation of confidentiality; (d) has been approved for release by written authorization; (e) was independently developed by the party; or (f) is required to be disclosed by law. Upon expiration or termination of this MoU and upon the written request of a party, each party shall return to the other party or its designees all Confidential Information and related material of the other party.

- (ii) Bureau shall keep all passwords to access the Library strictly confidential and secure, and shall not disclose such passwords to any other person or entity without the prior written consent of UL. In the event that Licensee becomes aware or has a suspicion that a third party is improperly utilizing Bureau's password, Bureau must notify UL immediately.
- (iii) Provision for the protection of intellectual property furnished or created by the cooperative activities under this MoU shall be governed by provisions for the protection of classified information and unclassified export-controlled information and equipment as per the Agreement on Science and Technology Cooperation between the Government of the Republic of India and the Government of United States of America [STA].

3. CONFLICT RESOLUTION:

The Parties undertake to solve amicably any problem arising under or relating to the interpretation or implementation of this MoU through negotiations and consultations between the Parties.

4. DEFINITIONS. For the purposes of this MoU, the following definitions shall apply:

"UL Standards" includes only those Standards enumerated in UL's current "Catalog of Standards", the revisions issued for these UL Standards and new UL standards developed.



5. **TERM.** This MoU shall enter into force from the date of its signing and shall remain in force for a period of five (5) years. Thereafter it may be renewed for subsequent periods of five (5) years at a time by mutual consent of both the Parties.

6. **INDEMNIFICATION**

Parties shall indemnify, defend and hold harmless, each party's, trustees, affiliates, officers, employees, agents and clients from and against any and all damages, claims, suits, losses, penalties, judgments, costs, fines, liabilities or expenses of whatever nature (including legal fees and expenses for counsel of Party's choosing) relating in any way to or any act or omission resulting from implementation of MoU.

7. **TERMINATION:**

- (i) Either Party may terminate the present MoU by giving a written notice of its intention to terminate it to the other Party at least 6 months in advance.
- (ii) Upon termination of this MoU, Bureau shall immediately discontinue any use or reproduction of the UL Standards for any purpose, except for those standards adopted by Bureau as Indian standards.

This MoU is signed by the duly authorized representative of the Parties on this 12th day of April 2021 in two originals in the Hindi and English language and both of them being equally authentic. In case of inconsistency, English text shall prevail.

Pramod Kumar Tiwari
Director General

BUREAU OF INDIAN STANDARDS (BIS)

Date: April 12, 2021

Signature:

Philip M. Piqueira

Vice President, Standards

UNDERWRITERS LABORATORIES INC.

Date: April 12, 2021

Signature: