



## Memorandum of Understanding

Between

National Council for Cement and Building Materials (NCB)



### NATIONAL COUNCIL FOR CEMENT AND BUILDING MATERIALS

34 KM Stone, Delhi-Mathur Road (NH-2),

Ballabgarh-121004, Haryana

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and

### Quality Council of India (QCI)



QUALITY COUNCIL OF INDIA

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THIS MEMORANDUM OF UNDERSTANDING (MoU) is made on the 13<sup>th</sup> day of July 2021 between:

1. **Quality Council of India(QCI)**, an autonomous organization under the Department for Promotion of Industry & Internal Trade (Ministry of Commerce & Industry) having its headquarters at 2nd floor, Engineers Bhawan, 2 Bahadur Shah Zafar Marg New Delhi-110002 (Hereinafter referred to as "**First Party**" or "**QCI**" which expression shall unless repugnant to the context or meaning thereof, mean and include its successors, executors and permitted assigns);
2. **National Council for Cement and Building Materials (NCB)**, an apex R&D autonomous body functioning under the Administrative control of Ministry of Commerce and Industry, Govt. of India with the office at 34 km Stone, Delhi-Mathura Road (NH-2), Ballabgarh - 121004, Haryana (hereinafter referred to as "**SecondParty**" or "**NCB**" which expression shall unless repugnant to the context or meaning thereof, mean and include its successors, executors and permitted assigns),

**QCI and NCB shall be individually referred to as "Party" and collectively as "Parties".**

**Whereas,**

1. The QCI, established through a Cabinet decision, is an autonomous body and a registered society under the Societies Registration Act, 1860 set up by the Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India jointly with the Indian Industry represented by the three premier industry associations i.e. Associated Chambers of Commerce and Industry of India (ASSOCHAM), Confederation of Indian Industry (CII) and Federation of Indian Chambers of Commerce and Industry (FICCI), to establish and operate national accreditation structure and promote quality through National Quality Campaign.
2. National Council for Cement and Building Materials (NCB), an autonomous body under the Department of Promotion of Industry and Internal Trade, is a Society registered under the Societies Registration Act, 1860. NCB is governed by the rules framed under the Societies Registration Act, 1860 with a Board of Governors as a body to regulate the affairs of the Society.
3. NCB in its letter dated 12th March 2021 (Ref: NCB/CIS/2020-21/039) has expressed its intention to cooperate with QCI for Web & IT-related services and shall provide all such documentation and information as is reasonably necessary to assist QCI in performing the service in accordance with the present MOU and subsequent agreement thereto.
4. The Parties are at the stage of the negotiation to further elaborate on the scope of work as mentioned in Article 2 of the present Memorandum, and such other terms as may be agreed upon in subsequent discussions.
5. Parties in principle, have agreed to cooperate in the Web & IT-related services for furtherance of common good to Science and Technology in following terms:

## ARTICLE 1: PURPOSE

- a. The Parties agree to cooperate on various software and technical services as enlisted in Article 2 and Article 3 of the present memorandum.

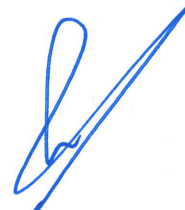
## ARTICLE 2: SCOPE OF WORK

QCI has agreed to undertake the following activities related to web and IT services of NCB under the scope of the present Memorandum:

- a. Website Related:
  - o Hosting of [www.ncbindia.com](http://www.ncbindia.com) in India (currently hosted on servers in the US)
  - o Development & Maintenance of [www.ncbindia.com](http://www.ncbindia.com) website
  - o Payment Gateway integration on [www.ncbindia.com](http://www.ncbindia.com) website
  - o Merging of two websites - [www.ncbseminar.com](http://www.ncbseminar.com) and [www.ncbindia.com](http://www.ncbindia.com)
  - o SSL Certificate and Encryption (256/512 bit) for Sub-domains
  - o Security Audit of [www.ncbindia.com](http://www.ncbindia.com) website after the merger
  - o Vulnerability Solution if any found during the security audit
- b. e-Office:
  - o Support for e-Office setup at NCCBM (provision of server space)
  - o Domain Infrastructure in NCB's all Units
- c. Online/Virtual Event Management:
  - o Arrangement for conducting seminar/workshop/training in hybrid mode
  - o Support in developing e-learning modules
- d. Library Automation:
  - o Up-dation/AMC for library automation software

The Parties agree that the scope of the work as mentioned in Article 2 of the present memorandum is provisional, and subject to further elaboration and addition, at the subsequent stage of the negotiation, including but not limited to post-product and tech team meetings.

The Parties agree that the specific terms and conditions of the agreement; such as *Fee, exact Scope of Work, Terms of Payment, Time Schedule and other applicable commercial terms & conditions* shall be subject of separate agreements post technical discussions amongst the parties.



### ARTICLE 3: SCOPE OF COOPERATION

- a. Identifying and addressing the technical issues of priority, its scale, major bottlenecks and feasible plan of action;
- b. Developing and implementing, as appropriate, solutions and projects in areas identified in Article 2 (through extensive stakeholder consultation);
- c. Providing uninhibited access of/to information, documents, and sites in the ecosystem, either directly or indirectly, under the control or supervision of NCB or paid for by the government, to QCI officials / technical experts subject to the condition of confidentiality (Article 6)
- d. Any other matter as decided between parties.

### ARTICLE 4: DUTIES OF THE PARTIES

The Parties agree to honour the terms of the present memorandum as binding on each other. For the sake of clarification, the parties agree that subject to other terms of this memorandum, the parties shall put forward their best endeavours

- a) To facilitate and support each other for the fulfilment of the objectives of this MoU and any arrangements entered into as a result of this cooperation.
- b) To consider proposals of mutual interests and render financial support in a time bound manner.
- c) To assist each other in identifying gaps and digitising processes at the NCB.

### ARTICLE 5: TERM OF THE MoU

- a) This MoU shall be valid for 5 years extendable to further 5 years based on future negotiation. However, agreements concluded under this MoU shall be valid till end of contracting obligations and responsibilities of the parties. The validity of this MoU can be further extended with mutual consent of the parties in writing.

### ARTICLE 6: CONFIDENTIALITY & INTELLECTUAL PROPERTY RIGHTS

- a) QCI agrees and undertake that it shall not, either during the term of this MoU or thereafter, use or disclose any confidential information, including but not limited to business plans, data, patents, projects, research, financial information, reports, assessments, relating to NCB, its employees, vendors, students, or any third party associated with NCB, which are provided either in confidence or on the basis that they are not for publication/distribution. Any information, which is reasonably assessed as confidential information, shall be treated as confidential information for the purposes of this MoU.



- b) The parties agree to mutually discuss and execute a separate Non-Disclosure Agreement/Confidentiality Agreement before execution of the work at NCB and the parties shall be bound by the provisions of the same.
- c) The parties agree that they shall not acquire any intellectual property rights, know-how, the right to register, assign, exploit, transfer or deal in the website or any other part or any domain names, trade secrets, computer software, trademarks, logos, slogans, formats or methods and all rights in all media of any nature belong to the other party unless stated otherwise.
- d) The parties agree to mutually discuss and execute a separate agreement pertaining to rights on the existing intellectual property, and intellectual property jointly developed by the parties before the execution of work at NCB.

#### ARTICLE 7: AMENDMENT

- a) This agreement may not be changed, modified, amended, or supplemented except in a written document signed by both parties. Each of the parties acknowledges and agrees that the other has not made any representations, warranties or agreement of any kind except as may be expressly set forth herein. This agreement constitutes and contains the entire agreement between the parties with respect to the subject matter here and supersedes any prior or contemporaneous agreement, oral or in writing. Nothing arranged contained shall be binding on the parties until a copy of this agreement has been executed by an officer of each party and has been delivered to the other party. This agreement may be executed in counterparts each which shall be deemed an original but all of its shall together by one and the same instrument. Paragraph headings are inserted here in for convenience only and do not constitute a part of this agreement.
- b) The parties agree that this agreement cannot be amended by emails, invoices, receipts or verbal exchanges. Any amendment must be agreed between parties through express authority of the head of the institution or the governing body, as applicable, in the written format or through digitally signed electronic versions.
- c) No failure of delay in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power and privilege hereunder.

#### ARTICLE 8: GOVERNING LAW, DISPUTE SETTLEMENT & JURISDICTION

- a) In the event of any dispute arising out of this MOU, each party shall make efforts to resolve the same amicably through their respective representatives/senior management. In case, the dispute is not resolved by the senior management then it shall be referred to the Sole arbitrator appointed by mutual consent of the parties and the arbitral proceedings shall be governed by the Arbitration and Conciliation Act, 2019 as amended upto date. The venue and place of arbitration shall be at New Delhi. The language for arbitration shall be English. The arbitral cost shall be shared in equal proportion by both the parties and award passed by the Sole arbitrator shall be final and binding upon the parties. Any dispute arising in relation to this MOU



shall be subject to the exclusive jurisdiction of the court at New Delhi and shall be governed in accordance with the law of India.

#### ARTICLE 9: EXIT & TERMINATION

- a) The present agreement can be terminated by mutual consent of the parties. Such termination can be agreed upon by a presenting termination notice of 30 days from one party to another. The termination notice mutual consent has to be agreed and executed upon by both parties through their authorized signatory.
- b) The present agreement can be terminated by either party in case of material breach/default of this agreement by the defaulting party by providing notice of termination to the defaulting party.
- c) The parties agree that the defaulting party shall be provided with the opportunity to remedy the breach/default within 90 days from the date of notice of termination.
- d) If the breach is not remedied then the non-defaulting party shall be entitled to termination of this agreement on the first day after the calendar month if the breach is not rectified without any further notice being required.
- e) The parties agree that any termination of this agreement in case of a default/breach by either party shall be without prejudice to rights and remedies of other party.
- f) Irrespective of any rights or remedies provided by law, both the parties to this memorandum agree that this memorandum will be dissolved by frustration only if unforeseen supervening circumstances render this agreement impossible to perform; but shall not apply in favour of a party which is responsible wholly, mainly or partly for the circumstances giving rise to the frustration.

#### ARTICLE 10: FORCE MAJEURE

- a) Neither NCB nor QCI shall be liable to each other for failing or delay in the performance of any of its obligations under this MoU to the extent such failure or delay is caused by riots, civil commotions, war, hostilities between nations, government laws, orders or regulations, embargos, actions by the Government or any agency thereof, acts of God, storms, fires, accidents, epidemic, pandemic strikes, sabotages, explosions or other similar of different contingencies beyond the reasonable control of the respective parties.
- b) In the event that this agreement cannot be fulfilled by either party due to force majeure which is beyond their reasonable control, both parties agree that the whole or part of the agreement can be suspended for one continuous period of 6 months by return notice by either party who is so affected. The Parties agree that if after that Duration of suspension, the situation continues so that the agreement is still prevented from being fulfilled then both parties may agree to bringing the agreement to an end as soon as possible by negotiating a settlement.

## ARTICLE 11: NODAL POINTS

For purposes of coordination and administration of this MOU, the Parties designate their respective contact/focal points as follows:

### FOR QCI:

#### Principal:


  
Dr. Ravi P Singh,  
Secretary General,  
Quality Council of India,  
2nd Floor, Institution of Engineers Building,  
2 Bahadur Shah Zafar Marg New Delhi-110002  
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### FOR NCB:

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