



**MEMORANDUM OF UNDERSTANDING (MoU)**

**BETWEEN**

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

**AND**

**INDIAN GEOTECHNICAL SOCIETY (IGS)**

## 1. UNDERSTANDING

This MoU made and executed into on this Monday, Twenty Seventh August Two Thousand Eighteen (27/08/2018)

By and Between

National Accreditation Board for Testing and Calibration Laboratories (NABL), a Constituent Board of Quality Council of India, an autonomous body of Department of Industrial Policy & Promotion, Govt. of India, presently located at Plot No. 45, Sector - 44, Gurugram-122003, Haryana, and hereinafter called the NABL which expression shall where the context so admits include its successors and permitted assign of the one part.

And

**INDIAN GEOTECHNICAL SOCIETY**, a non-profit organization registered in New Delhi under the Societies Registration Act 1860 with its registered office located at 206, Manisha Building, 75-76, Nehru Place, New Delhi - 110 019, India, through its President (hereinafter called as the "**Second Party/IGS**", which term shall unless repugnant to the context shall mean and include their successors, assignees, and administrators) on the second part.

and hereinafter called IGS which expression shall where the context so admits include its successors and permitted assigns) of the other part.  
Hereinafter collectively referred as "Parties"

## 2. PREAMBLE

**2.1** WHEREAS NABL (First Party) is engaged in developing the network of accredited Calibration/ Testing Laboratories in India and operating an accreditation system in the country in accordance with ISO/IEC 17011 providing the accreditation in accordance with ISO/IEC 17025. It has Mutual Recognition Arrangements with Asia Pacific Laboratory Accreditation Cooperation (APLAC), Mutual Recognition Arrangement (MRA), International Laboratory Accreditation Cooperation (ILAC) (here after called the Activity).

**2.2** Indian Geotechnical society (Second Party) was established in 1948 with the objective of promoting co-operation amongst engineers and scientists for the advancement and dissemination of knowledge in the fields of Soil Mechanics, Foundation Engineering, Soil Dynamics, Engineering Geology, Rock Mechanics, Snow and Ice Mechanics and allied fields and their practical applications. It provides a common forum for academicians, research workers, designers, construction engineers, equipment manufacturers and others interested in geotechnical activity and organizes many technical programs and events. IGS members provide services in Geological & Geotechnical Investigations, Laboratory testing of soil, rock &



construction material samples, Geophysical Investigations, rock mechanics tests, foundation construction & testing for power, transportation (Highway / Railway), building and industrial sectors. The society resource base comprises of highly qualified graduate and post graduate civil engineers and academicians with expertise in Geotechnical Engineering.

### **3. SCOPE OF MoU**

The document details the financial arrangements, responsibility and obligations of the parties i.e. IGS and NABL.

The primary objectives of this MoU are given below:

- a. The First Party/NABL shall provide the accreditation in accordance with ISO/IEC 17025.
- b. The First Party/NABL shall provide the certificate of accreditation along with scope to the interested geotechnical testing laboratories.
- c. The Second Party/IGS shall provide the list of experts/assessors (with updates from time to time to the First Party/NABL).
- d. The First Party/NABL shall utilize the services of the Experts/Assessors in the process of approval/recognition as per assessment procedure.
- e. The First Party/NABL shall provide the necessary training as per NABL norms to the above-mentioned experts/ assessors, if required.
- f. The First Party/NABL shall provide the details of such approved/recognized laboratories to the second party to publish such details in the public domain for the benefit of the users utilizing the services.

#### **3.1 FINANCIAL ARRANGEMENTS**

The NABL shall take the application, annual membership and other fees as per NABL 100 for the service provided directly from the laboratories. The NABL shall have right to revise the fee without intimation to second party. Fee shall not be shared / distributed between the organizations. Any other necessary expenses may be incurred on mutual discussion between IGS and NABL in implementing the project. NABL will not make any payment to Second Party/IGS for such activities.

#### **3.2 RESPONSIBILITIES & OBLIGATIONS**

This MoU details the responsibilities and obligation of First Party/NABL and Second Party/IGS.

## **I. Responsibilities and Obligations of First Party/NABL**

- a. The First Party/NABL formulate the assessment system for interested testing laboratories seeking for accreditation.
- b. The First Party/NABL shall provide the training to the experts/assessor identified by Second Party/IGS and shall make all efforts to only utilize them as Assessor /Experts to audit a Testing laboratory as per NABL Norms.
- c. First Party/NABL shall have rights to use experts/assessor/officer of Second Party/IGS beyond the scope of assessment.
- d. The First Party/NABL shall pay/arrange for Lodging, boarding and traveling to those auditors/Experts along with the fee for their services as per NABL norms.
- e. The First Party/NABL shall inform to Second Party/IGS about application received from IGS labs/through IGS.
- f. First Party/NABL shall inform the second party/IGS for any adverse decisions taken.

## **II. Responsibilities and Obligations of Second Party/IGS**

- a. The Second Party/IGS shall not have any objection for use of their name by First Party/NABL.
- b. The Second Party/IGS shall have rights to reject recognizing labs, if it is not accordance with assessment procedure and specific requirements of IGS.
- c. The Second Party/IGS shall assist in accreditation of geotechnical labs in the country through their networking of geotechnical society.
- d. The Second Party/IGS shall assist the First Party/NABL to formulate the technical requirements of Geotechnical Labs in the country to meet the quality testing requirements.

## **4 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 panel liabilities
- c. The MoU shall be in force until either of the two parties decides to withdraw from the terms and conditions. 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/IGS with any third Party (whomsoever).



## **5 DURATION OF THE MoU**

- a. This MoU shall be valid for a period of Two (2) years from the date of signing it and shall remain in force till it is superseded by signing another MoU or terminated as provision. However, either party is free to withdraw from MoU during the period of MOU with one-month prior notice in writing.
- b. The MoU will be automatically renewed after every two years unless either party decide to exit by giving a notice in writing.
- c. It is also agreed that both parties would not incur any liability whatsoever, if this MOU is terminated during the period of the MoU.

## **6 CONFIDENTIALITY**

- 6.1 During the tenure of the MoU and hereafter, both NABL and IGS undertake on their behalf not to disclose information or make public or share with any other party without the prior written consent of the party.
- 6.2 In the event of any of the parties becoming legally compelled to disclose any confidential information, such party shall give sufficient notice to the other party so as to enable the other party to seek a timely protective order or any other as appropriate relief. If such an order or order relief cannot be obtained, the party being required to make such disclosure of the confidential information only to the extent that is legally required of it and no further.

## **7 SETTLEMENTS**

In the event of termination of this MoU vide 3.2, the responsibilities and obligations of the parties hereto shall be settled by mutual discussions.

## **8 FORCE MAJEURE**

Neither party shall be held responsibilities for non-fulfillment of their respective obligation under this MoU due to exigency of one or more of the force majeure event such as but not limited to Acts of God, war, flood, earthquakes, strikes, lockouts, epidemics, 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 or 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 NOTICE**

All the notices and other communications required to be served on NABL under the terms of this MoU, shall be considered to be duly served. If the same shall have delivered to, left with or posted by registered mail to NABL at its last known address of business. Similarly, any notice to be given to IGS shall be considered as duly served if the same shall have delivered to, left with or posted by registered mail to the IGS at its head office in New Delhi.

## **10 AMENDMENTS TO THE MOU**

No amendment or modification of this MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specially stating the same to be an amendment of this MoU. The modification/changes shall be effective from the date on which they are made/ executed, unless otherwise agreed to.

## **11 INDEMNIFICATION**

Either party shall keep other party, its affiliates, stakeholder, officer, director, employee, agents, representative and customer indemnified and harmless from and against any and all cost, liabilities, losses and expense (including, but not limited to, reasonable attorney, fees) arising out of any claim, suit, action or proceeding ("each an action"), for omissions of such party under any proposal(s) to prospective client(s) or any resulting contract(s) there from or any incidental matter or in any way arising there from.

## **12 ARBITRATION**

Except as herein before provided, all disputes arising out of or in connection with this MoU shall be referred to the sole arbitration of a person nominated by Secretary General, Quality Council of India/President, IGS as Arbitrator. The award of the Arbitrator shall be final and binding on both the parties. The Arbitrator may from time to time with consent of the parties enlarge the scope and time for making and publishing the award. All legal matters arising out of this MoU, shall be courts under Delhi/NCR.

## **13 COMPLETION OF ACTIVITY**

The Activity shall be a continuing Activity and will continue to function in accordance with the requirements of NABL and IGS.

#### 14 SEAL OF PARTIES

In witness whereof, the parties hereto have signed this MoU on the day, month and year mentioned hereinbefore.

#### PARTIES

For and on behalf of

**National Accreditation Board for Testing  
and Calibration Laboratories (NABL)  
(A Constituent Board of QCI)**

*Anil Relia*  
Signature 27/8/2018

(ANIL RELIA)  
CEO

National Accreditation Board for Testing & Calibration Laboratories  
(a Constituent Board of Quality Council of India)  
an Autonomous Body set up by Government of India  
(Ministry of Commerce and Industry)  
Plot No. 45, Sector-44, Gurugram-122 002, Haryana, India

For and on behalf of

**Indian Geotechnical Society**

*G.L. Sivakumar Babu*  
Signature 27/8/2018

(G.L. SIVAKUMAR BABU)

President

Indian Geotechnical Society

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