

BILATERAL COOPERATION AGREEMENT

BETWEEN

**BUREAU OF INDIAN STANDARDS,
MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC
DISTRIBUTION,
GOVERNMENT OF INDIA**

AND

**BHUTAN STANDARDS BUREAU,
THE ROYAL GOVERNMENT OF BHUTAN**

Bureau of Indian Standards (BIS), Ministry of Consumer Affairs, Food and Public Distribution, Government of India and **Bhutan Standards Bureau (BSB)**, Government of Bhutan, hereinafter collectively referred to as Parties;

Recognizing that both in Bhutan and India, import and sale of certain goods are subject to their conformity to national standards and/or other normative documents;

Desiring to develop a Bilateral Cooperation Agreement with respect to services in the field of Standardization and Conformity Assessment, in order to facilitate the market access to the territory of the Parties;

Having the authority according to their respective laws to issue Certificates / Licences / Marks of Conformity for product and management systems according to their applicable standards and normative documents;

Aiming to facilitate the acceptance of Inspection Reports and Test Reports to eliminate technical barriers to trade;

Have agreed as follows:

Article 1

DEFINITIONS

The general terms used in this Agreement and its Annexes shall have the meaning given in the definitions contained in International Organization for Standardization (ISO) /



International Electrotechnical Commission (IEC) Guide 2 "General terms and their definitions concerning standardization and related activities". In addition, the following terms and definitions shall apply for the purpose of this Agreement.

- a) **NSB:** The National Standards Body of either country, meaning the Bureau of Indian Standards for India and Bhutan Standards Bureau for Bhutan
- b). **Certificate / Licence:** Document issued by NSBs under the rules of certification / licensing system indicating adequate confidence that a product, process or service is in conformity with a specific standard or other normative document.
- c). **List:** List of products for which compliance to National Standards is mandatory under certification / licensing identified by the Ministries of Commerce of both the countries.
- d). **Product:** Wherever mentioned product would include product, process or service.

Article 2

GENERAL

2.1 All the activities under this Agreement shall be carried out in accordance with the domestic Laws, Rules and Regulations of the Parties in force in their respective countries.

2.2 The products for which this Agreement shall be valid shall be decided after ascertaining that the parties have the technical competence and experience in conformity assessment of the relevant product.

Article 3

INSPECTION, TESTING AND PRODUCT CERTIFICATION

3.1 This Agreement covers all the products under the List. Both parties will recognize inspection and test reports issued by the other party, of products covered under the List so that the certificates / licenses of products can be issued by one party on the basis of these reports by the other party. The following four phases should be pursued in phased manner.

3.1.1 **Phase-1** Both parties shall authorize each other as agents to carry out surveillance inspection and drawl of samples for sending to other party on request. The inspection reports shall be accepted by the parties for the purpose of operation of certificates / licences.

3.1.2 **Phase 2** Both parties shall authorize each other to carry out pre-certification inspection, testing of samples in the applicant's units and drawl of samples for sending to the other party. The inspection and report shall be accepted by the other party for the purpose of grant of licence.



3.1.3 Phase 3 Both parties shall permit testing of samples drawn during the pre-certification or surveillance inspection in laboratories (located in the territory where the applicant/licensee manufacturing premises is situated), which have an accreditation against ISO/IEC 17025, for all the tests as per NSB's specifications and test methods standards, from a body which is a member of International Laboratory Accreditation Cooperation (ILAC)/ Asia Pacific Laboratory Accreditation Cooperation (APLAC) and recognized by NSB's of both parties. The NSB shall accept the test reports for the purpose of grant and operation of certificates / licences, including taking decisions relating to extension of scope, renewal, suspension, cancellation, etc of such certificates / licences.

3.1.4 Phase 4 Where ever the Standards and the Test Methods are harmonized, both parties shall accept each other's:

- inspection reports, and
- test reports, provided
 - i. such test reports are available for all the requirements as per the relevant standards; and
 - ii. the laboratories conducting such tests are accredited against ISO/IEC 17025, for all the test methods of the standard, by an accreditation body which is signatory to APLAC or ILAC; and
 - iii. such laboratories are also recognized by the NSB accepting test reports.

Phase 4 may also be pursued directly where standards and test methods have been harmonized.

3.2 Both parties shall have the authority to take necessary actions as per their own Certification / Licensing Scheme on the basis of inspection & test reports submitted by the other party.

3.3 Both parties shall facilitate the visit of an applicant or licensee unit or laboratory if desired at any stage by the NSB of the other country due to any reason which shall be communicated in advance.

3.4 Both parties shall provide to each other the procedures of certification / licensing including Act, Rules, Regulation governing the use of the mark of conformity.

3.5 Both parties shall provide to each other the standards and regulatory provisions, in English, related to the products covered by the List. Both NSBs shall inform each other within one month, of any amendments to, or the new version of these standards or regulatory provision, in English.

3.6 Both NSBs shall provide all assistance to each other for initiating legal actions required to be taken against any person or organization in the corresponding country in case of violation of Conformity Assessment Scheme of the respective NSB. However, any legal action to be taken will be governed as per the existing laws of the respective country/NSB.



Article 4

FEE

4.1 The costs related to any activity under this Agreement shall be charged on mutually agreed terms and conditions.

Article 5

CONFIDENTIALITY

5.1 Both parties shall keep all the information / correspondence with each other regarding operation of certificates / licences, as confidential and shall utilize it for the purpose of operation of this Agreement only. No Party shall disclose to a third party information received from other Party, except with such other Party's prior consent in writing.

5.2 The confidentiality obligations imposed upon the Parties under this Agreement shall not apply to information which;

- a) is or becomes part of the public domain through no fault of the parties ;
- b) is in the possession of one of the Parties prior to the receipt of the information under this Agreement;
- c) is received by one of the Parties from a third party with a good legal title thereto;
- d) is required by law or by a court order.

Article 6

LIABILITY

6.1 If a claim is filed by a person or organization against a Party to this Agreement, in connection with the activities of the other Party, the Party shall immediately inform the other Party of such claim and send without delay all relevant information and documents. The Party shall not pay the plaintiff any money without the consent of the other Party.

Article 7

COMPLAINTS

7.1 Both parties shall investigate consumer complaints, whenever requested by the other party and submit the investigation report.



Article 8

EXCHANGE OF INFORMATION AND PERSONNEL

8.1 Both the parties agree to the exchange of information and documents in the areas of standardization, quality assurance and testing to facilitate trade of goods and services.

8.2 Both the parties also agree to train each other's personnel and organize training programmes on mutually agreed terms in the fields of standardization, quality assurance and testing in the areas of mutual interest.

8.3 Both parties also agree to exchange personnel in the above areas on mutually agreed basis.

Article 9

VALIDITY OF THIS AGREEMENT

9.1 This Agreement shall come into force from the date of signing.

9.2 This Agreement may be terminated by either Party by giving at least three months notice in writing to the other of its intention to terminate the Agreement.

9.3 If during the period of the "notice", a specific assignment is being conducted under the conditions of this Agreement, this assignment will continue through its completion.

Article 10

MODIFICATIONS

10.1 This agreement may be revised or amended at any time upon the written consent of both Parties.

Article 11

DISPUTES

11.1 Any dispute, controversy or claim arising from or in connection with this Agreement shall be settled by mutual consultations and negotiations at NSB level, and failing which the dispute shall be referred to and decided at government to government level, through mutual consultations and negotiations.

Article 12

LANGUAGE

12.1 Certificates, test reports, as well as all correspondences and notices pursuant to this Agreement, shall be in English.



Article 13

ADDRESS OF PARTIES

13.1 After the signing of this Agreement, all future communication relating to this Agreement shall be addressed to:

Indian Side

Director General
Bureau of Indian Standards
9, Bahadur Shah Zafar Marg
New Delhi – 110002
India

Bhutan Side

Director General
Bhutan Standards Bureau

Thimpu
Bhutan

In witness whereof, the undersigned, being duly authorized by their respective Parties have signed this Agreement.

Signed at Thimphu on 11th Day of June 2015 in two originals in the English language, one original for each Party.

For BIS


(G Gurucharan)
Director General
Bureau of Indian Standards
FOR AND ON BEHALF OF BIS

For BSB


(Phuntsho Wangdi)
Director General
Bhutan Standards Bureau
FOR AND ON BEHALF OF BSB

