

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE BUREAU OF INDIAN STANDARDS (BIS)  
AND  
GHANA STANDARDS AUTHORITY (GSA)**

The Bureau of Indian Standards (BIS), New Delhi, India and Ghana Standards Authority (GSA) herein after referred to as "the Parties"

Desiring, in a spirit of co-operation and mutual interest, to enhance and strengthen technical cooperation in the fields of standardization, and conformity assessment with the aim of exchanging necessary information and expertise between the Parties.

Have reached the following understanding:

**ARTICLE 1**

**Objective**

The objectives of this Memorandum of Understanding (MoU) are to facilitate closer cooperation and provide a mechanism by which Parties can work together towards the common aim of strengthening standardization, and conformity assessment activities and facilitate sharing of expertise and mutual trade.

**ARTICLE 2**

**Areas of Cooperation**

The Parties shall, within their competence and in accordance with their respective relevant laws and regulations, encourage and promote cooperation in the areas of:

**2.1 Standardization**

- (1) The Parties shall exchange information and documents in the field of standardization. These will include organizational structure for standardization, rules and procedures for standards formulation, standards work programmes for standards formulation, comments on international standards at various stages of development, etc.
- (2) The parties shall exchange/exploit scientific and technical information on issues/areas of standardization, home-grown standards and other national standards mutually agreed upon.

## **2.2 Conformity Assessment**

### **2.2.1 Certification**

(1) The Parties shall study each other's organizational structure, and the rules and procedures for third party product certification and the Management Systems Certification, to the extent as may be appropriate with the aim of entering bilateral cooperation arrangement for utilizing each other's inspection services.

(2) The Parties shall exchange in-house manuals for product certification and Management Systems Certification, to the extent as may be appropriate.

(3) The Parties shall exchange technical information on certification activities upon their consensual agreement for the development of their activities.

### **2.2.2 Testing**

(1) The Parties shall exchange information in relation to testing facilities available in their laboratories and/or network.

(2) The Parties shall study the other Party's organizational structure and/or network for testing, procedures for laboratory tests, and the development of laboratories based on international criteria with the aim of allowing mutual recognition of test reports.

## **2.3 Technical Information**

The Parties shall exchange information relating to compilation, storage, retrieval, application and dissemination of scientific and technical information on standardization, and conformity assessment.

## **2.4 Training**

The Party shall provide training for the other Party's personnel in the field of standardization and conformity assessment on reciprocal basis and other areas of mutual interest, as may be appropriate.

## **2.5 Confidentiality**

**2.5.1** Both the Parties shall keep all the information/correspondence exchanged with each other under this MoU as confidential and shall utilize it for the purpose of operation of this MoU only. No Party shall disclose to a third party, information received from other Party, except with the other Party's prior written consent.

**2.5.2** The confidentiality obligations imposed upon the Parties under this MoU 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 MoU;
- 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 3**

**Financing**

The Parties shall bear the costs related to any activity arising from or as a result of this MoU on terms to be mutually agreed between the Parties.

**ARTICLE 4**

**Amendment**

This MoU may be amended or supplemented at any time by written agreement between the Parties.

**ARTICLE 5**

**Language**

The Parties agree to use English as the working language.

**ARTICLE 6**

**Dispute Settlement**

Any dispute, disagreement or claim arising out of the interpretation or implementation of this MoU shall be settled amicably by consultations and negotiation between the Parties.

**ARTICLE 7**

**Implementation**

Implementation of the MoU would be achieved by regular exchange of delegations and monitoring of Annual Cooperation Programs drawn through mutual agreement

## ARTICLE 8

### Good Faith

(1) The Parties hereby agree to act in good faith with each other in performance of their respective obligations where specified in this MoU.

(2) The Parties also agree to work diligently towards the preparation, finalization and execution of all relevant formal agreements intended to give effect to the intention of the Parties as contained in this MoU and for the successful implement action of the provisions in this MoU.

## ARTICLE 9

### Divisibility

Any article of this MoU, being recognized as invalid by the parties, does not effect the effectiveness of other clauses.

## ARTICLE 10

### Entry into Force and Termination

(1) This MoU shall be in force for five years from the date of its signature by the Parties. Thereafter, it may be extended for subsequent periods of three years at a time by mutual written consent of both the Parties.

(2) This MoU may be terminated at any time by either Party giving at least four months' prior notice to the other Party.


IN WITNESS WHEREOF, THE UNDERSIGNED BEING DULY AUTHORIZED BY THEIR RESPECTIVE ORGANIZATIONS HAVE SIGNED THE PRESENT MoU

Done at New Delhi on 18 day of July 2018, in two originals each in Hindi and English languages, all texts being equally authentic:

In case of divergence in interpretation, the English text shall prevail.

*Signed for the Bureau of Indian Standards*

*Signed for the Ghana Standards Authority*

  
(Smt. Surina Rajan)  
Director General (BIS)

  
(Mr. Michael Nii Nortey Oquaye)  
High Commissioner of Ghana

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