

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE BUREAU OF INDIAN STANDARDS OF THE REPUBLIC OF INDIA
AND
THE NATIONAL STANDARDIZATION AGENCY OF THE REPUBLIC OF
INDONESIA
ON STANDARDIZATION COOPERATION**

The Bureau of Indian Standards of the Republic of India and the National Standardization Agency of the Republic of Indonesia (hereinafter referred as BSN) (hereinafter referred as BIS), hereinafter also collectively referred as "the Parties";

DESIRING to strengthen the existing friendly relations and cooperation between the two countries and the people;

CONSIDERING their common interest to promote and foster technical cooperation in the spirit of equality and mutual benefits;

RECOGNIZING the need for technical cooperation which will enhance the economic development through trade facilitation of both countries;

PURSUANT to the prevailing laws and regulations in their respective countries;

HAVE REACHED THE FOLLOWING UNDERSTANDING:

**ARTICLE 1
OBJECTIVES**

The objectives of this Memorandum of Understanding (MoU) are to facilitate closer cooperation and provide mechanism by which Parties can work together for strengthening standardization with the aim to promote 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 following areas:

2.1. Standardization

- a) The Parties shall exchange scientific and technical information on issues/areas of standardization as mutually agreed upon.
- b) The Parties may carry out research works relating to standardization on reciprocal basis and other areas of mutual interest, as may be appropriate.
- c) Each Party may allow adoption of its standards as national standards by other party on mutually agreed terms.
- d) The Parties will exchange comments on international standards at various stages of development.

2.2. Technical Information

The Parties shall exchange information in the following forms:

- a) Catalogues of national standards, as well as norms and procedures;
- b) Information and materials on training programs and experts skill improving in the fields of standardization and conformity assessment;
- c) Joint publications;
- d) Joint seminars, conferences, symposiums, round table discussions.

2.3. Capacity Building

The Parties shall provide capacity building for the other Party's personnel in the field of standardization, and exchange of expert at the activities of standards development and conformity assessment on reciprocal basis and other areas of mutual interest, as may be appropriate.

ARTICLE 3
TECHNICAL ARRANGEMENT

- a) In order to implement this MoU, a working group shall accordingly be set up of the representatives of the Parties to formulate implementation programs in the field mutually agreed. These programs shall be implemented after the approval of relevant authorities of the Parties.
- b) In order to facilitate cooperation envisaged by this MoU, technical arrangement may be concluded covering detailed specifications in the fields mutually agreed and other appropriate matters including, if it is deemed necessary, the financial arrangement of programs.

ARTICLE 4
FINANCIAL ARRANGEMENT

- a) 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.
- b) Such costs for the implementation of activities pursuant to this MoU are subject to availability of fund and personnel of the Parties.
- c) Whenever deemed necessary and by mutual consent, the Parties may request for funding from third party to finance the programs under this MoU.

ARTICLE 5
INTELLECTUAL PROPERTY RIGHTS

- a) Any intellectual property brought by one Party for the implementation of this MoU shall remain the property of that Party.
- b) Any intellectual property rights resulted from activities under this MoU shall be jointly owned and subject to separate arrangement concluded between the Parties.

ARTICLE 6
CONFIDENTIALITY

- a) Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received or supplied to the other Party during the period of the implementation of this MoU or any other agreements made pursuant to the MoU.
- b) The Parties agree that the provision of this Article shall continue to be binding between the Parties notwithstanding termination of this MoU.
- c) The provision of this Article shall not prejudice the prevailing laws and regulations of the Parties.

ARTICLE 7
SETTLEMENT OF DISPUTE

Any difference or dispute that may arise out from the interpretation or implementation of the provisions of this MoU shall be settled amicably through consultation or negotiation between the Parties.

ARTICLE 8
AMENDMENT

This MoU may be amended and/or supplemented at any time in writing by mutual consent of the Parties. Such amendments shall form an integral part to this MoU.

ARTICLE 9
LANGUAGE

Parties agree to use English as a working language.

ARTICLE 10
ENTRY INTO FORCE, DURATION, AND TERMINATION

- a) This MoU shall enter into force on the date of its signing.
- b) This MoU shall be in force for a period of 3 (three) years and shall be extended consecutively for 3 (three) years, unless either Party notifies the other Party in writing through diplomatic channel of its intention to terminate this MoU, 6 (six) months prior to its termination.
- c) The termination of this MoU shall not affect the validity and duration of any arrangement made under this MoU until the completion of such arrangement.

IN WITNESS WHEREOF, the undersigned being duly authorized by their respective Government, have signed this MoU.

DONE, in duplicate, at New Delhi, India, on this twelfth day of December two thousand and sixteen, in two originals, each in Hindi, Bahasa Indonesia, and English, all texts being equally authentic. In case of divergence of the interpretation of this MoU, the English text shall prevail.

For
the Republic of India



Ms. Alka Panda
Director General,
The Bureau of Indian Standards

For
The Republic of Indonesia



Dr. Desra Percaya,
Director General for Asia, Pacific
and African Affairs,
Ministry of Foreign Affairs