

412

BILATERAL COOPERATION AGREEMENT
BETWEEN
BUREAU OF INDIAN STANDARDS (BIS), INDIA
AND
STANDARDS INSTITUTION OF ISRAEL (SII), ISRAEL

Made by and entered into as of the Twentyfirst day of December 1994, between the following Parties:

THE BUREAU OF INDIAN STANDARDS, having its seat at Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi, India, hereinafter referred to as "BIS", on the other side;

and

THE STANDARDS INSTITUTION OF ISRAEL, having its seat at 42 Chaim Levanon Street, Tel-Aviv, Israel, hereinafter referred to as "SII", on the one side:

WHEREAS in both countries, India and Israel, the import and marketing of certain goods are subject to their conformity with local standards and other normative documents;

WHEREAS the Parties to this Agreement wish to develop mutual recognition of test reports and factory inspection reports, in order to avoid duplication of tests and inspections in facilitating the issue of Certificates and/or Marks of Conformity, and to advance the free trade between India and Israel;

WHEREAS the Parties to this Agreement have the authority, according to their respective laws, to issue Certificates and Marks of Conformity to the applicable standards and normative documents;

It is therefore agreed as follows:

1. DEFINITIONS

1.1 Party A: The Party who is responsible for the testing of the product and/or factory inspection and who issues the test report.

1.2 Party B: The Party, who upon request of Party A, recognizes the test reports and/or factory inspection reports for the purposes mentioned in clause 2.2 to this Agreement.

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1.3 Test report: Document that presents test results and other information relevant to a test.

1.4 Client: The applicant for a Certificate of Mark of Conformity as mentioned herein.

1.5 Certificate: Document issued under the rules of a certification system, indicating that adequate confidence is provided that a duly identified product, process or service is in conformity with a specific standard or other normative document.

1.6 Mark of Conformity: Protected mark, applied or issued under the rules of a certification system, indicating that adequate confidence is provided that the relevant product, process or service is in conformity with a specific standard or other normative document.

1.7 Accreditation: Formal recognition that a testing laboratory is competent to carry out specific types of tests.

2. GENERAL

2.1 All the activities in this Agreement should be subject to and implemented according to the Laws and Regulations in force in India and Israel.

2.2 Within the framework of the conditions mentioned in this Agreement, Party B shall recognize the test reports and Factory Certificate or Mark of Conformity.

2.3 Based on the above mentioned reports, Party B, within the framework of his authority and in accordance with para 2.1, will issue his own certificate or grant his own Mark of Conformity.

2.4 It is understood that the issue of the Certificate of the Mark of Conformity is the sole Authority of Party B.

2.5 The Agreement relates exclusively to tests and inspections which will be performed by Party A. When Party A wishes to subcontract a specific test, he must first receive the written consent of Party B. However, Party A shall always be responsible for the tests/inspections carried out by its subcontractor.

2.6 Party B has the right within the frame work of his own quality assurance system to carry out additional tests on products tested by Party A. In cases of a discrepancy in test results, Party B shall inform Party A, immediately for the purpose of eliminating the cause of the discrepancy in the results. If any deficiencies are found, the Parties have the right to take the necessary steps in compliance with their local laws.

574

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3. PRODUCTS

3.1 This Agreement pertains to the products which shall be identified and listed by written consent of the Parties (hereinafter referred to as "The List"). The list of identified products may be amended and replaced at anytime by written consent of the Parties.

3.2 Testing of the listed products shall be conducted in compliance with the obligatory requirements of the national documents, legal regulations and standards (see clause 4.1 of the Importing country).

4. STANDARDS

4.1 It is assumed that the standards which shall be used by the Parties for the purpose of performing the tests for the listed products are identical, and wherever possible, based on existing international standards.

4.2 In cases of deviations between national standards, Party A shall carry out the tests using the standards of Party B's country (supplied by Party B in English). If Party A does not have the facilities to carry out the tests according to the standards of Party B's country, Party B shall decide to conduct the complementary tests in its own country according to those clauses of the standard which deviate.

4.3 The Parties shall supply one another with the standards and regulatory provisions, in English, related to the products covered by this Agreement. The Parties shall inform one another within one month, of any amendments to, or the new version of, these standards or regulatory provisions, in English.

4.4 For the recognition of test reports, it is necessary that the test procedures and test protocols are comparable, as much as possible, and if differences exist, they are known to the other Party. In order to achieve this, Parties shall keep each other informed and, if such a need arises, an exchange of test/inspection procedures, test protocols, and test engineers will take place.

5. LABORATORIES PROFICIENCY

5.1 A recommendation of this Agreement is the accreditation of the Parties by their respective national authorities, or by their respective laws, to issue Certificates/Marks of Conformity for the listed products.

5.2 A prescription for this Agreement is that the requirements of ISO Gules 25 are met by both Parties.

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5.3 In order to ascertain that the requirements of ISO Guide 25 are met, the parties will permit mutual audits into their internal quality assurance systems at regular and agreed intervals. If mutually agreed upon, these audits may be forgone in the case where a Party is accredited by an agreed upon accreditation or certification body.

6. COSTS

6.1 The costs related to the performing of tests and factory inspections shall be charged by Party A directly to the client.

6.2 The costs related to the issuing of the Certificate or the Mark of Conformity shall be charged by Party B directly to the client.

6.3 Costs of complimentary tests carried out by Party B due to national deviations in the standard of Party B (see para 4.2) shall also be charged to the client directly by Party B.

6.4 Party B has the right within the framework of his own quality assurance system to carry out additional tests on products tested by Party A. The costs of these tests shall be borne by Party B.

6.5 The costs related to the mutual audits referred to in clause 5.3 shall be borne by the Party performing the audit.

6.6 The cost related to exchange of personnel as referred to in clauses 4.4 and 10.2 shall be decided on mutually agreed terms and when the need arises.

7. CONFIDENTIALITY

7.1 All information obtained in the framework of this Agreement shall be treated as confidential by the Parties and the Laboratories. Subcontractors, approved by Party B, shall sign a confidentiality agreement with Party A to the same effect.

7.2 The confidentiality obligations imposed upon the Parties and the Laboratories by 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.

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8. LIABILITY

8.1 Party A, or any subcontractor enlisted by it, shall not be liable for damage which Party B suffers when applying and/or using test reports or any other information related thereto, within the context of this Agreement, unless Party A, or any of its subcontractors, acts with misconduct or gross negligence.

8.2 If a claim is filed by a third Party against a Party to this Agreement, in connection with the activities of the other Party, the first Party shall immediately inform the second Party of such and send without delay all relevant information and documents. The first Party shall not pay the plaintiff any money without the consent of the second Party, and not before the second Party has appointed an advocate and been given the opportunity to defend itself in a court of law.

9. RIGHT OF FIRST REFUSAL

If Party B wants to offer to a client in Party A's country a service connected with the testing of a product, he should first approach Party A. Only if Party A is unable to offer the required service or is uninterested in performing them is Party B free to seek the cooperation of another laboratory.

10. EXCHANGE OF INFORMATION AND PERSONNEL

10.1 BSA & SII also agree to the exchange of information and documents in the areas of standardization, quality assurance, testing and training to facilitate trade of goods and services.

10.2 BSA and SII also agree to exchange personnel in the above areas on mutually agreed basis.

11. VALIDITY OF THIS AGREEMENT

11.1 This Agreement is valid from the date of signing for an unlimited period of time.

11.2 This Agreement may be terminated by either Party by a written notice six months before the end of each year.

11.3 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.

12. MODIFICATIONS

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

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13. DISPUTES

All disputes arising from or in connection with this Agreement shall be settled in an amicable way, and if this proves to be impossible, the dispute shall be referred to the respective Governments.

14. LANGUAGE

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

15. ADDRESS OF PARTNERS

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

for BIS

for SII

Director
International Relations
Department,
Bureau of Indian Standards (BIS)

Director
Quality and Certification
Division
Standards Institution of Israel,

Kanak Khosla,
9 R.S. Zafar Marg,
New Delhi,
INDIA

(SII)
43 Chaim Levanon Street,
Tel Aviv 69977,
ISRAEL

In witness whereof, Parties have executed this Agreement in twofold on the Twentyfirst day of December 1994.

BIS

SII

Signature

Name

N.S. Choudhary

Eliahu Hadar

Designation

Director General

Director General