

AGREEMENT

BETWEEN

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

AND

**NEPAL BUREAU OF STANDARDS AND METROLOGY,
MINISTRY OF INDUSTRY OF NEPAL**

ON COOPERATION IN THE FIELD OF STANDARDIZATION AND CONFORMITY ASSESSMENT

Bureau of Indian Standards (BIS), Ministry of Consumer Affairs, Food and Public Distribution of the Republic of India, and Nepal Bureau of Standards and Metrology (NBSM), Ministry of Industry of Nepal, hereinafter referred to as the "Parties";

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

Desiring to develop an agreement with respect to services in Standardization and Conformity Assessment, and in order to facilitate the market access in the territory of the Parties;

Having the authority to issue Certificates / Licences / Marks of Conformity for product and management systems in accordance with their respective national laws and 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 shall have the meaning given in the definitions contained in ISO/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 Nepal Bureau of Standards and Metrology (NBSM) for Nepal
- 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 Laws, Rules and Regulations in force in India and Nepal.

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

Article 3

HARMONIZATION OF STANDARDS

3.1 Both parties agree to share the information and provide relevant standards upon request regarding the development of a new standards and revision of existing standards.

3.2 Both parties agree to enhance cooperation in regional and international standardization activities.

3.3 Both parties agree to authorize adoption of one's standards by other party partly or identically in order to harmonize their standards on mutually agreed terms and conditions.

Article 4

INSPECTION, TESTING AND PRODUCT CERTIFICATION

4.1 This Agreement covers all the products under the List. Both parties will recognize inspection, audit (where applicable) 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.

4.1.1 Phase 1: Both parties shall authorize each other as agents to carry out surveillance inspection, audit (where applicable) and drawl of samples for sending to other party on request. The inspection and audit reports shall be accepted by the parties for the purpose of operation of certificates / licences. The management system auditing will be applicable in case product certification requires management system.

4.1.2 Phase 2: Both parties shall authorize each other to carry out pre-certification inspection, audit (where applicable) and testing of samples in the applicant's units and drawl of samples for sending to the other party. The inspection, audit and test report shall be accepted by the other party for the purpose of grant of license.

4.1.3 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), such laboratories shall have accreditation as per ISO/IEC 17025 for all the requirements as per respective standards of NSBs & the test methods prescribed in the said standards. The accreditation body shall be a full member of APLAC/ ILAC and acceptable to both the NSBs. 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.

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

- Inspection/ audit 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 as per ISO/IEC 17025 for all the requirements as per the NSB's standards and the methods of tests prescribed in the said standards from an accreditation body, which is full member of APLAC/ 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.

4.2 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.



4.3 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.

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

4.5 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.

4.6 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 5

LABORATORY

5.1 Both parties shall cooperate in conduction of Inter-laboratory Comparison between BIS laboratories and NBSM laboratories.

5.2 Both parties shall agree to train each other's personnel and organize training programmes in the fields of Laboratory Quality Assurance, Laboratory Quality Control and specific product testing.

5.3 Both parties shall facilitate each other in scientific research and collaborative study to support standardization and conformity assessment for the mutual benefit of the both parties.

Article 6

FEE

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

Article 7

CONFIDENTIALITY

7.1 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.



7.2 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 8

LIABILITY

8.1 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 9

COMPLAINTS

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

9.2 Further action, if necessary, will be handled as per the existing laws of the respective country.

Article 10

EXCHANGE OF INFORMATION AND PERSONNEL

10.1 Both the parties agree to the exchange of information and documents in the areas of standardization, and conformity assessment to facilitate trade of goods and services.

10.2 Both the parties also agree to train each other's personnel and organize training programmes on mutually agreed terms in the fields of standardization and conformity assessment in the areas of mutual interest.

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



Article 11

VALIDITY OF THIS AGREEMENT

11.1 This Agreement shall come into effect from the date of its signature and shall remain in effect unless terminated by either of the Parties.

11.2 This Agreement may be terminated by either Party by giving a written three months notice in advance.

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.

Article 12

MISCELLENEOUS

12.1 Both parties agree to develop detail procedure as required in order to implement this agreement.

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

12.3 Both parties agree to monitor and evaluate the implementation status of this agreement periodically (annually or as and when required).

Article 13

DISPUTES

13.1 Any dispute, controversy or claim arising out of the interpretation or application of this Agreement shall be settled amicably by mutual consultations and negotiations at NSB level, and failing which the dispute shall be referred to and decided at government to government level.

Article 14

LANGUAGE

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



Article 15

ADDRESS OF PARTIES

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

Director General BIS 9, Bahadur Shah Zafar Marg New Delhi – 110002 India	Director General NBSM Balaju, Kathmandu Nepal
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Signed at **New Delhi** on **Twenty-fourth Day of August 2017** in two originals in the English language.

For BIS


Sanjay Kumar Singh

Director General

For NBSM


Bishwo Babu Pudasaini

Director General