

**BILATERAL COOPERATION AGREEMENT  
BETWEEN  
BUREAU OF INDIAN STANDARDS  
AND  
SRI LANKA STANDARDS INSTITUTION**

Made by and entered into as of the 17 Day of AUGUST, 2006 between the following parties:

BUREAU OF INDIAN STANDARDS, having its seat at Manak Bhawan, 9 Bahadur Shah Zafar Marg, New Delhi, 110 002, India hereinafter referred to as "BIS", on the one side:

AND

SRI LANKA STANDARDS INSTITUTION, having its seat at 17 Victoria Place, Off Elvitigala Mawatha, Colombo, Sri Lanka hereinafter referred to as "SLSI", on the other side

WHEREAS in both countries, India and Sri Lanka, import and sale of certain goods are subjected to their conformity to national standards and/or other normative documents;

WHEREAS the parties to this agreement wish to develop an 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.

WHEREAS the parties to this Agreement have 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.

It is therefore agreed as follows:

**1. DEFINITIONS**

1.1 General terms used in this Agreement and its Annexes 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:

1.2 NSB - The National Standards Body of either country meaning the Bureau of Indian Standards for India and Sri Lanka Standards Institution for Sri Lanka.

**1.3 Licence / Certificate:-** Document issued under the rules of certification system indicating that adequate confidence is provided that a product, process or service is in conformity with a specific standard or other normative document.

**1.4 Product :-** Wherever mentioned product would include product, process or service.

## **2. GENERAL**

**2.1** All the activities in this Agreement shall be subjected and implemented according to the Laws, Rules and Regulations in force in India and Sri Lanka.

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

**2.3** The terms of the agreement shall apply to and remain valid only in respects of the product categories identified and jointly agreed at any given time.

## **3. PRODUCT CERTIFICATION**

**3.1** Within the framework of the conditions mentioned in the Agreement the following areas of cooperation shall be pursued and given effect in a phased manner, after satisfying that the arrangements of both parties are mutually acceptable and in compliance with national regulatory requirements. As can be seen, each phase is a step forward and would include the cooperation agreed to in all previous phases. The progression from phase to phase shall be as mutually agreed between the Director Generals of the two NSBs.

### **3.1.1 Phase 1**

Both NSBs shall appoint each other as agents for the purpose of carrying out surveillance inspections and drawal of samples for independent testing on request at the licensees' premises who have been granted licences by them for use of their respective certification marks and accept the inspection reports for the purpose of operation of licences.

### **3.1.2 Phase 2**

Both NSBs shall authorize each other for carrying out pre-certification evaluation of applicant units, testing of samples in the applicants' units and drawal of samples for testing in independent laboratories of the respective countries granting the licence and accept the inspection and factory testing reports.

### **3.1.3 Phase 3**

Both NSBs shall permit testing of samples drawn during the initial or surveillance visits in accredited laboratories located in the country where the unit is located and accept the test results, subject to testing being carried out for full requirements of the certifying body's Standards. Both NSBs shall facilitate access to the laboratories where the samples will be tested / are tested to ascertain that the laboratory has technical competence to carry out the tests and other arrangements conforming to requirements of ISO/IEC 17025:1999.

### **3.1.4 Phase 4**

Wherever the Standards and the Test Methods are harmonized, both NSBs shall accept the inspection and test reports of each other for the purposes of granting their own licences in the other country and for taking decisions relating to extension of scope, renewal, suspension, cancellation of licences and other operational issues.

### **3.1.5 Phase 5**

Wherever the Standards and the Test Methods are harmonized both NSBs shall grant their own licence to a unit in the other country on the production of evidence that the unit has been granted licence by the originating country's NSB. The renewal, extension, suspension and cancellation of both licences shall be concurrent through mutual exchange of information on the status of licence.

**3.2** It is agreed that the issue of the Licence/Certificate or the Mark of Conformity of any NSB shall be its sole discretion and authority and the mere availability of an inspection report or test report or licence issued by one NSB shall not bind the other NSB to accept the inspection report or test report unconditionally or to grant a similar licence to the applicant unit.

**3.3** Both NSBs shall have the authority to take necessary actions as per their own Certification Scheme on the basis of inspection & test reports submitted by the other NSB.

**3.4** Both NSBs shall facilitate the visit at 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.

**3.5 Products Covered :** This Agreement pertains to the products identified and listed in respect of each country with the written consent of the NSBs (hereinafter referred to as 'The List'). The List may be amended and replaced at anytime by written consent of the NSBs. In order to meet the ultimate objective of granting a licence based on the

other NSBs' licence, in accordance with Phase 5, both parties also agree to harmonize the standards mentioned in the List to the extent feasible

3.6 Both NSBs agree to provide to each other the procedures of certification including Act, Rules, Regulation governing the use of the mark of conformity.

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

3.8 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.

#### 4 FEE

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

#### 5. CONFIDENTIALITY

5.1 Both NSBs shall keep all the information / correspondence with each other regarding operation of licences, as confidential and shall utilize it for the purpose of operation of this agreement only.

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.

#### 6. LIABILITY

6.1 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 claim 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.

## **7. COMPLAINTS**

7.1 Both NSBs would investigate consumer complaints, whenever requested by the other NSB and submit the investigation report.

## **8. EXCHANGES OF INFORMATION AND PERSONNEL**

8.1 Both the NSBs also 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 NSBs 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 NSBs also agree to exchange personnel in the above areas on mutually agreed basis.

## **9. VALIDITY OF THIS AGREEMENT**

9.1 This Agreement is valid from the date of signing

9.2 This agreement may be terminated by either Party by giving three months notice in writing.

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.

## **10. MODIFICATIONS**

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

## **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, and failing which the dispute shall be referred to the respective Governments.

12. LANGUAGE

12.1 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 communications relating to this Agreement shall be addressed to :

FOR BIS

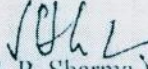
Director General  
BIS  
9, Bahadur Shah Zafar Marg  
New Delhi - 110 002  
India

FOR SLSI

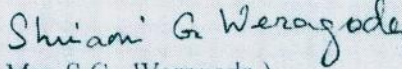
Director General  
SLSI  
17 Victoria Place,  
Off Elvitigala Mawatha  
Colombo, Sri Lanka

Signed and sealed and dated this Seventeenth Day of August, Two Thousand and Six.

For BIS

  
( S. P. Sharma )  
Director General  
BIS

For SLSI

  
( Mrs. S.G. Weragoda )  
Director General  
SLSI