# MEMORANDUM OF UNDERSTANDING BETWEEN BUREAU OF INDIAN STANDARDS

# EMIRATES AUTHORITY FOR STANDARDIZATION AND METROLOGY

Bureau of Indian Standards (BIS), New Delhi, India, & Emirates Authority for Standardization and Metrology, Abu Dhabi, United Arab Emirates, 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 field of standardization, conformity assessment, training and exchanging necessary information and expertise between the Parties.

Realizing that both the parties are signatories to the Code of Good Practice annexed to the TBT Agreement, and with an aim to fulfill the obligations there under and to eliminate technical barriers to trade;

Aiming to subsequently arrive at a Mutual Recognition Agreement for acceptance of Conformity Assessment results

Have reached the following understanding:

# Article (1) Objectives

The objectives of this MoU are to facilitate closer cooperation and provide a mechanism by which Parties can work together towards mutual benefit in the field of standardization, conformity assessment and training and facilitate sharing of expertise and mutual trade.

# Article (2) Areas of Cooperation

The Parties will, within their competence and in accordance with their respective relevant laws and regulations, cooperate in the areas of:

#### 2.1 Standardization

- 1. The Parties will exchange information and documents in the fields of standardization. These will include organizational structure for standardization, rules and procedures for standards formulation, catalogues, standards and work programmes for standards formulation.
- 2. The Parties will exchange scientific and technical information on issues of standardization.

#### 2.2 Certification

- 1. The Parties will study each other's organizational structure, and the rules and procedures for product certification and the management of Conformity Assessment in the both countries.
- 2. The Parties will exchange in house manuals for product certification, to the extent as may be appropriate.
- 3. The Parties will exchange technical information on certification activities for the development of their respective activities.

### 2.3 Testing

The Parties will exchange information in relation to testing facilities, which are available in their laboratories and/or network, and their accreditation status.

#### 2.4 Technical Information

The Parties will exchange information relating to compilation, storage, retrieval, application and dissemination of scientific and technical information on standardization, certification and testing.

### 2.5 Training

- 1. The Parties will organize / provide training for each other's personnel in the field of standardization and conformity assessment and in other areas of mutual interest based on mutually agreed fees.
- 2. The Parties also agree to exchange information with regard to their respective annual training programmes for participation as required.

# 2.6 Exchange of experts

The Parties agree to exchange the experts in the field of standardization, conformity assessment and training, as appropriate.

# Article (3) Cooperation at international fora

The Parties will work in close contact at regional and international organizations and fora, concerning standardization and related activities in order to promote consolidation of their positions and increasing the role of both parties in the international activities.

## Article (4) Financing

Financing of cooperation shall be based on the agreements of both parties.

# Article (5) Confidentiality

The Parties shall ensure the confidentiality of documents and information received within the framework of this Memorandum of understanding. The documentation and information can be shared with a third Party only with the written consent of the Party, which has provided this information and documentation.

#### Article (6) Amendments

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

# Article (7) Language

Communication between the Parties shall be in English.

# Article (8) Dispute Settlement

Any dispute, disagreement or claim arising out of the interpretation or implementation of this Memorandum of understanding shall be settled amicably through consultations and negotiations between the Parties.

If it becomes impossible to solve the dispute amicably, the two parties shall solve the conflict through diplomatic channels.

# Article (9) Joint Committee

For the purposes of the effective implementation of this memorandum of understanding, both parties will form a joint committee within two months of the entry into force of this memorandum of understanding. The joint committee will set an action plan for the implementation of the memorandum of understanding.

### Article (10) General Provision

- 1. The provisions of this Memorandum of understanding shall have no effect on the obligations or the rights arising from any agreement, international decrees or international resolutions that any Party is part of.
- 2. The memorandum of understanding is concluded for three years and shall enter into force from the day of its signature by the Parties.
- 3. Validity of this memorandum of understanding shall be automatically extended for further three year periods unless either of the parties expresses its written intent to terminate it.
- 4. The memorandum of understanding shall be terminated after 6 months from the date of this notification receipt by the other Party.
- 5. Each of the Parties reserves the right to terminate this memorandum of understanding at any time by means of written notification to the other Party allowing for 6 months' notice.
- 6. If during the "notice" period a specific assignment being conducted under the conditions of this Memorandum of understanding, this assignment will continue through its completion.

Done in two originals at Num Delli on 03/9/2015 in the English, Hindi and Arabic languages, all texts being equally authentic.

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

For the Bureau of Indian Standards

Alka Panda

For the
Emirates authority for
Standardization and Metrology

Abdullah AL Maeeni