

**Agreement Between**  
**BUREAU OF INDIAN STANDARDS**  
**AND**  
**BANGLADESH STANDARDS AND TESTING**  
**INSTITUTION**

*on Cooperation in the Field of Standardization and  
Conformity Assessment*

**Bureau of Indian Standards (BIS)** having its seat at Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002, India and **Bangladesh Standards and Testing Institution (BSTI)** having its seat at 116-A, Tejgaon 1/A, Dhaka-1208, Bangladesh, hereinafter referred to jointly as "the Parties" and individually as "a Party".

Considering that in the territories of the Parties import and sale of certain goods are subject to their conformity to National Standards and / or other normative documents;

Wishing to develop an Agreement in the field of conformity assessment to eliminate technical barriers to trade to facilitate and enhance reciprocal market access of products to the territories of the Parties;

Admitting that Parties to the Agreement have the authority according to their respective laws to issue Licence/ Marks of Conformity for product and



management systems according to their applicable standards and/or other normative documents;

Have agreed as follows:

## **Article 1**

### **Definitions**

- 1.1** General terms used in this Agreement shall have the meaning given in the definitions contained in the latest edition of ISO/IEC Guide 2 "Standardization and related activities – General vocabulary". In addition, the following terms and definitions shall apply for the purpose of this Agreement.
- 1.2 NSB** or National Standards Body in this Agreement means Bureau of Indian Standards (BIS) in case of India and the Bangladesh Standards and Testing Institution (BSTI) in case of Bangladesh.
- 1.3 Licence** means a document issued under the rules of certification system indicating that adequate confidence is provided that a product is in conformity with a specific standard or other normative document.
- 1.4 Certification Body** means BIS in case of India and BSTI in case of Bangladesh for the purpose of this Agreement.
- 1.5 Licensee** means a person or body to which a certification body has granted a licence.
- 1.6 Applicant** means a person or body who applies for a licence.
- 1.7 Product** means both results of process and/or service.



**1.8 Conformity Assessment** means checking whether products, services, materials, processes, systems and personnel measure up to the requirements of standards, regulations or other specifications of the Parties.

## **Article 2**

### **General Principles and Scope**

**2.1** All activities under this Agreement shall be subject to the Acts, Laws, Rules and Regulations or other legal provisions in force in the territories of the Parties.

**2.2** Nothing in this Agreement shall be construed to prevent any Party to make such other Agreement that it thinks fit for its own national interest and also shall not affect rights and obligations of either contracting Party in any other international Agreement(s).

**2.3** The products for which this agreement shall be valid shall be those where both parties have the technical competence and experience in the conformity assessment of the relevant product. This would be achieved through exchange of information/documents.

## **Article 3**

### **Conformity Assessment and Product Certification**

**3.1** Within the framework of the conditions mentioned in the Agreement the following tasks shall be pursued and given effect in a phased manner. Each phase is a step forward and would include the tasks agreed to in all previous phases. The progression from phase to phase shall be carried out after completion of one step successfully.



### **3.1.1 Phase: 1**

Both the Parties shall authorize each other as agents to carry out surveillance inspection and drawl of samples for sending to other party on request. The inspection reports shall be accepted by the party for the purpose of operation of licence including taking decisions relating to renewal, stoppage of marking, suspension, cancellation of such licences.

### **3.1.2 Phase: 2**

Both the Parties shall authorize each other to carry out pre-certification inspection, testing of samples in the applicant's units and drawl of samples for sending to the other party. The inspection and factory testing report shall be accepted by the other party for the purpose of grant of licence.

### **3.1.3 Phase: 3**

Both the parties shall permit testing of samples drawn during the pre-certification or surveillance inspection in laboratories (located in the territory where the applicant/licence manufacturing premises is situated), which have an accreditation against ISO/IEC 17025, for all the tests as per party's specification product and test method standards, from a body which is a signatory of ILAC/APLAC. This would be ascertained through exchange of information/documents. The parties shall accept the test reports for the purpose of grant and operation of licence, including taking decisions relating to extension of scope, renewal, suspension, cancellation etc. for such licences.

A party in whose territory testing is to take place shall carry out the test within the time limit specified after receiving the sample of the other party and shall intimate the other party the test report within 7 working days from the date of the test performed.



#### **3.1.4 Phase: 4**

Wherever the Product Standards and Test Method Standards are harmonised, both the parties shall accept the inspection reports of each other. The Party shall also accept test reports of the other Party provided the laboratory of the other Party is accredited for ISO/IEC 17025 for all the tests as per Party's Product and Test Method Standards, from a body which is a member of ILAC/ APLAC. These reports will be used for the purpose of grant and operation of their own licences, in the territory of other Party, and taking decisions relating to extension of scope, renewal, suspension, cancellation etc. of such licences and other operational issues.

**3.2** Both the 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.

**3.3 Products covered:** This agreement pertains to the products identified and listed in respect of each country with the written consent of the Parties (hereinafter referred to as "the List"). The List may be amended and replaced at any time by written consent of both the Parties.

**3.4** Both the Parties shall agree to provide each other the procedures of certifications including Acts, Rules, Regulations or any other regulatory framework governing the use of the mark of conformity.

**3.5** Both the Parties shall facilitate the visit to 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.



**3.6** Both the Parties shall agree to provide each other the standards (free of cost) and related regulatory provisions, in English, related to the products covered by the List. Both Parties shall inform each other within one month, of any amendments to or the new version of these standards or regulatory provision(s), in English.

**3.7** Both the Parties shall agree to provide all assistance to each other for initiating legal action in their country against any person or organization found violating the provisions of the Act, Rules and Regulations governing the use of the mark of conformity of the other country upon written request with submission of adequate evidence of the violation. Any Party taking such legal action shall communicate in writing the action to the other Party immediately.

**3.8** Any legal actions required to be taken against any person or body pursuant to Article 3.7 of this Agreement shall be governed as per legal procedures of the Party taking such legal actions.

#### **Article 4**

##### **Fees**

The costs related to any activity under this agreement shall be charged according to the related organization's legal and regulatory framework.

#### **Article 5**

##### **Confidentiality**

**5.1** Both the Parties shall keep all information / correspondence with each other regarding operation of licenses, as confidential and shall not disclose the information / correspondence to any individual or body other than the



Parties 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 the Parties prior to the receipt of the information under this Agreement;
- c) is received by one of the Parties from an applicant or licensee with a good legal title thereto;
- d) is required by law or by a court order.

## **Article 6**

### **Liability and Complaints**

**6.1 Liability:** 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.

**6.2 Complaints:** Both the Parties shall investigate the complaints of the importer(s), exporter(s) and consumer(s) having been requested in writing by the other Party to do so according to the Procedures of the Party requested for conducting such investigation. The investigating Party shall submit the investigation report within a specified period of time to be determined by the Parties before carrying out such investigation.



**Article 7**  
**Dispute Settlement**

Any dispute arising out of implementation and/or interpretation of this Agreement shall be settled by the Parties through mutual consultations and negotiations.

**Article 8**  
**Entry into Force and Duration and Termination**

**8.1** This Agreement shall come into force from the date of signing the Agreement by the Parties and shall remain valid for a period of 03 (three) years and thereafter it shall be deemed to have been automatically extended for a similar period unless either Party gives to the other Party a written notice of its intention to terminate this Agreement. The Agreement shall stand terminated after 6 (six) months from the date of receipt of such written notice.

**8.2** Notwithstanding termination of this Agreement pursuant to paragraph 1 of this Article, the Agreement shall continue to be effective for any tasks / assignments agreed by the Parties to be carried out under this Agreement before the submission of the written notice for termination of this Agreement by any Party until the task(s) or assignment(s) is finished.

**Article 9**  
**Amendment**

At the time of entry into force of this Agreement or at any time thereafter the provisions of this Agreement may be amended upon mutual agreement of the Parties. Such amendments shall enter into force when the Parties have notified each other that the national procedures for the entry into force have been fulfilled.





**Article 10**  
**Working Language**

The Parties agree to use English as the working language.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto by their respective Governments, have signed this Agreement.

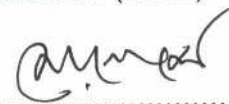
Done at Dhaka, on this Sixth day of June, 2015 in two copies original in English being equally authentic.

For the Bureau of Indian Standards  
(BIS)



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For the Bangladesh  
Standards and Testing  
Institution (BSTI)



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Md. Mosharraf Hossain Bhuiyan etc.  
Secretary  
Ministry of Industries  
Govt. of the People's Republic  
of Bangladesh