



**AGREEMENT
BETWEEN
BUREAU OF INDIAN STANDARDS
AND**



**ASSOCIAÇÃO BRASILEIRA DE NORMAS TÉCNICAS (ABNT)
ON COOPERATION IN MUTUAL RECOGNITION**

Bureau of Indian Standards (BIS), having its seat at Manak Bhawan, 9 Bahadur Shah Zafar Marg, New Delhi, 110 002, India and *Associação Brasileira de Normas Técnicas* (ABNT), whose main office address is Av. 13 de Maio, 13/28 andar, Rio de Janeiro, RJ, Brazil, and administrative office address is Rua Minas Gerais, 190, São Paulo, SP, Brazil (hereinafter jointly referred to as the "Parties" and in singular as "Party").

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

WHERE AS the parties to this agreement wish to develop an agreement with respect to services in the field of Conformity Assessment, in order to facilitate the market access to the country of the Parties.

WHERE AS 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 the latest edition of ISO/IEC Guide 2: "*General terms and their definitions concerning standardization and related activities*" and ISO/IEC 17000: "*Conformity assessment – Vocabulary and General Principles*". In addition, the following terms and definitions shall apply for the purpose of this Agreement:

1.2 NSB:- The National Standards Body of either Party, meaning the Bureau of Indian Standards (BIS), New Delhi for India and Brazilian Association of Technical Standards (ABNT) for Brazil..

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 respective Laws, rules and regulations in force in India and Brazil.

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2.2 The product categories for which this agreement shall be valid shall be decided between the parties after ascertaining that the 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 the Parties are mutually acceptable and in compliance with national regulatory requirements. It shall be considered that each phase is a step forward and includes the cooperation agreed to in all previous phases. The progression from phase to phase shall be as mutually agreed between the Parties and the agreed exchanged notes on such agreement shall be considered as an integral part of this Agreement.

3.1.1 Phase 1

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

3.1.2 Phase 2

Both Parties shall authorize each other to carry out pre-certification inspection, testing of samples in the applicants' units and drawal of samples for sending in independent laboratories of the respective countries granting the licence. The inspection and factory testing reports shall be accepted by the other Party for the purpose of grant of licence.

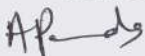
3.1.3 Phase 3

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), which have an accreditation against ISO/IEC 17025, for all the tests as per NSB's specifications and test methods standards, from a body which is a member of ILAC/APLAC and recognized by NSBs of both Parties. The NSB shall accept the test reports for the purpose of grant and operation of licences/certificates, including taking decisions relating to extension of scope, renewal, suspension, cancellation, etc of such licences/certificates.

3.1.4 Phase 4

Wherever the standards are harmonized, both Parties shall accept each other's:

a) inspection reports, and







- b) 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 against ISO/IEC 17025, for all the test methods of the standard, by an accreditation body which is member of APLAC or ILAC; and
 - iii. such laboratories are also recognized by the Party accepting test reports.

These reports will be used for the purpose of grant and operation of their own licences in the territory of the other NSB; and for taking decisions relating to extension of scope, renewal, suspension, cancellation etc. of such licences and other operations issues.

- 3.2 It is agreed that the issue of the Licence/Certificate or the Mark of Conformity of the NSB shall be at its discretion and authority. Mere availability of an inspection report and test report issued by one NSB shall not necessarily entitle the applicant for issue of Licence/Certificate by the other NSB unless he complies with all stipulated requirements for grant of Licence/Certificate of the other NSB.
- 3.3 Both Parties 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 Party.
- 3.4 Both Parties shall facilitate the visit at an applicant or licensee unit or laboratory, that is deemed necessary, at any stage by the NSB of the other country due to any reason which shall be communicated in written 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 Parties (hereinafter referred to as 'The List'). The List may be amended and replaced at anytime by written consent of the Parties. In order to meet the ultimate objective of granting a licence based on the other Parties' licence, in accordance with Phase 4, the Parties also agree to harmonize the standards mentioned in the List to the extent feasible.
- 3.6 Both Parties agree to provide to each other the procedures of certification including Act, Rules, Regulations governing the use of the mark of conformity.
- 3.7 Both Parties agree to provide to each other the standards (at the prevailing rates) and regulatory provisions, in English, related to the products covered by the List. The Parties 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 Parties 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 Certification 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.

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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 Parties shall keep all the information/correspondence with each other regarding operation of licences/certificates, 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 The Parties shall investigate consumer complaints, whenever requested by the other Party and send the investigation report.

8. EXCHANGES OF INFORMATION AND PERSONNEL

8.1 The parties also agree to the exchange of information and documents in the areas of standardization and conformity assessment to facilitate trade of goods and services.

8.2 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.

8.3 The parties also agree to exchange personnel in the above areas on mutually agreed basis.

9. VALIDITY OF THIS AGREEMENT

9.1 This Agreement shall enter into force from the date of its signing.







9.2 This Agreement may be terminated by either Party by giving 3 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 the Parties.

11. DISPUTES

11.1 Any dispute, controversy or claim arising from or in connection with this Agreement shall be settled amicably by mutual consultations or negotiations between the parties.

12.1 LANGUAGE

12.1 The licences/certificates, test reports, inspection reports as well as all correspondences and notices pursuant to this Agreement, shall be in English.

13. ADDRESS OF PARTNERS

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

**Director General
BIS
9, Bahadur Shah Zafar Marg
New Delhi – 110 002**

**Director of External Relations
ABNT
Rua Minas Gerais, 190 Higienópolis
01244-010 – São Paulo**

Signed on 2016 in two original copies in the English language, one for each Party,

On behalf of BIS:


**Alka Panda
Director General**
अलका पंडा, आई.ए.एस.
ALKA PANDA, IAS
महानिदेशक
Director General
भारतीय मानक ब्यूरो
BUREAU OF INDIAN STANDARDS
9, Bahadur Shah Zafar Marg, New Delhi-110002

On behalf of ABNT:


**Ricardo R. Fragoso
Director General ABNT**
**Ricardo Rodrigues Fragoso
General Director**
**Carlos Santos Amorim Junior
Diretor de Relações Externas**
**Carlos Santos Amorim Junior
Director of External Relations**

Place, date: _____

Place, date: São Paulo, Oct 24, 2016

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C.C.M.: 1.062.913-0
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