

**AGREEMENT
ON MUTUAL RECOGNITION OF
RESULTS OF PRODUCT CONFORMITY ASSESSMENT
BETWEEN BUREAU OF INDIAN STANDARDS
AND
THE UZBEK AGENCY FOR STANDARDIZATION,
METROLOGY AND CERTIFICATION**

Bureau of Indian Standards (BIS) and the Uzbek Agency for Standardization, Metrology and Certification ("Uzstandart" Agency), hereinafter referred to as the Parties,

Recognizing that in the State of the Parties import and sales of certain products should be carried out in accordance with regulatory documents/technical regulations,

Desiring to mutually strive for making favorable conditions for their products and services to enter into markets of the two countries,

Taking into account that the Parties have the authority in accordance with the laws of their countries to issue licenses/certificates of conformity and conformity marks for products and management systems based on effective regulatory documents, setting requirements to products,

Have agreed on the following:

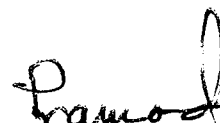
Article 1. Definitions

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: "General terms and their definitions concerning standardization and related activities" and ISO/IEC17000: "Conformity assessment – Vocabulary and General Principles".

1.2 In addition, for the purposes of this Agreement the following terms and definitions shall apply:

License – means a license granted by BIS to use a specified Standards Mark in relation to products which conform to relevant Indian Standard(s). For products notified by the Central Government for compulsory certification through Quality Control Orders, obtaining license from BIS is mandatory for exporting such products in India.

Certificate of conformity – a certificate issued by BIS or a certification body demonstrating that the product has been determined to be in compliance



with a standard or specified requirements (including imposed requirements adopted in the Republic of Uzbekistan) following assessment of conformity.

Product – a term, which includes the meanings of product, process or service.

Article 2. General

2.1 All the activities in this Agreement shall be subject to and implemented in accordance with legislation in force in the states of the Parties.

2.2 The terms of the Agreement shall apply to and remain valid only in respect to the product categories identified and jointly agreed by the Parties.

2.3 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.

Article 3. Product Certification

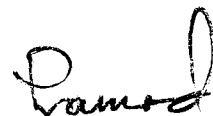
3.1 Within the framework of the conditions mentioned in this Agreement, the following areas of cooperation shall be pursued and given effect in a phased manner, after satisfying that the arrangements of both Parties are mutually acceptable and in compliance with national regulatory requirements. It shall 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 mutually agreed between the Directors General of BIS and “Uzstandart” Agency, and the agreed exchanged notes on such agreement shall be considered an integral part of this Agreement.

3.1.1 Phase 1

The Parties shall authorize each other to carry out surveillance inspection, provided that such activities are performed according to the applicable requirements of ISO/IEC 17020, and drawing of samples. Samples shall be sent to the Party, which has provided an appropriate written request. The inspection reports shall be accepted by the Parties for the purpose of operation of licenses/certificates of conformity, including taking decisions relating to extension of scope, renewal, suspension and withdrawal of such licenses/certificates of conformity.

3.1.2 Phase 2

The Parties shall authorize each other to carry out pre-certification inspection, testing of samples in the applicants' premises and drawing of samples for sending to independent laboratories of their countries granting



licenses/certificates of conformity. The inspection and factory testing reports shall be accepted by the Parties to grant licenses/certificates of conformity.

3.1.3 Phase 3

The Parties shall permit testing of samples drawn during certification or surveillance inspection in laboratories located in the territory of the state of one of the Parties, which hold ISO/IEC 17025 accreditation, from accreditation body who is a member of ILAC /APAC and recognized by both Parties. The scope of accreditation shall cover all the tests as per Party's specifications and testing methods acceptable for both sides. The Parties shall accept the test reports for the purpose of granting and application of licenses/ certificates of conformity, including taking decisions relating to extension of scope, renewal, suspension and withdrawal of such licenses/certificates of conformity.

3.1.4 Phase 4

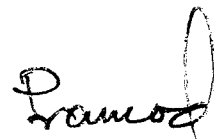
The Parties shall accept the inspection reports issued according to the requirements of ISO/IEC 17020 and test reports of each other for all requirements issued by laboratories accredited according to the ISO/IEC 17025 from an accreditation body who is a member of ILAC /APAC and recognized by the Parties of both sides for all the tests as per the Parties' specifications and test methods covered in the scope of accreditation. These reports shall be used for the purpose of granting and operation of their own licenses/certificates of conformity in the territory of the state of other Party and for taking decisions relating to extension of scope, renewal, suspension and withdrawal of such licenses/certificates of conformity and other operational issues.

3.2 The Parties agree that the issue of license/certificate of conformity or the mark of conformity of any Party shall be its sole discretion and authority. The mere availability of an inspection report or a test report issued by one of the Parties shall not bind the other Party to accept the inspection reports or test reports unconditionally or to grant a license/certificate of conformity to the applicant unit.

3.3 The Parties shall have the authority to take necessary actions as per their own certification scheme on the basis of inspection and test reports submitted by one of the Parties.

3.4 Each Party shall facilitate the visit at an applicant's office or laboratory by a representative of other Party that is deemed necessary, at any stage and due to any reason, which shall be communicated in writing 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 any time by written consent of one of the Parties. In order to meet the ultimate objective of granting a license/certificate of conformity based on the other Party's license/certificate of conformity, in accordance with Phase 4, the Parties agree to harmonize standards mentioned in the List to the extent feasible.

3.6 Either Party may use standards, setting requirements to products of the other Party, which are included in the List. Application of each other standards shall be agreed by the Parties under mutually acceptable conditions. The Parties shall inform each other within two months of any amendments to, or the new edition of standards, setting requirements to products.

3.7 The Parties shall provide all assistance to each other for initiating legal actions required to be taken against any person or organization in the corresponding territory in case of violation of certification scheme of the respective Party. Any legal action to be taken will be governed as per the existing laws of the state of the corresponding Party.

Article 4. Expenses

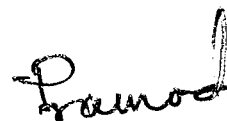
The costs related to any activity under this Agreement shall be charged on mutually agreed terms and conditions.

Article 5. Confidentiality

5.1 The Parties shall maintain confidentiality of received documents and information about works being done within the framework of this Agreement, if a providing Party specifies that they are confidential. This information can be transferred to a third only after the Party, which provided this information, gives its consent in writing.

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.



Article 6. Liability

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, except in the case of an order of a court or judicial authority, and not before the second Party has appointed an advocate and been given the opportunity to defend itself in a court of law.

Article 7. Complaints

The Parties shall investigate consumer complaints, whenever requested by the other Party, and send the investigation report.

Article 8. Exchanges of Information and personnel

8.1 The Parties shall provide each other information on the procedures of certification, including rules and regulatory documents, governing the use of the mark of conformity. The Parties, if necessary, shall provide each other information on national requirements to export/import of products covered by the List.

The Parties shall exchange information and documents in the areas of standardization and conformity assessment to facilitate trade of goods and services.

8.2 The Parties shall train each other's personnel and organize training programs on mutually agreed terms in the fields of standardization and conformity assessment in the areas of mutual interest.

8.3 The Parties shall exchange personnel in the above areas on mutually agreed basis.

Article 9. Amendments and supplements

This Agreement may be amended and supplemented by mutual written consent of the Parties in the form of separate protocols that shall form its integral part and enter into force in the manner provided for in Article 11 of this Agreement.

Article 10. Disputes

Any disputes concerning the interpretation or application of provisions of this Agreement shall be settled by mutual consultations and negotiations. In

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case a compromise fails, the dispute shall be referred to the respective Governments of the Parties.

Article 11. Entry into force and termination

This Agreement shall enter into force from the date of signing by the duly authorized representatives of the parties and remain in effect indefinitely.

The amendments and supplements shall come into force from the date these are signed by both the Parties.

This Agreement may be terminated by either Party by giving a notice in writing to other through diplomatic channels. This Agreement shall expire after three months, from the date such a notice is received by the other Party.


Termination of this Agreement shall not affect implementation of projects and programs by the Parties, which started when the Agreement was in effect and have not been completed by the time the Agreement expires.

Certificate of conformity, test reports, inspection reports as well as all correspondences and notices pursuant to this Agreement, shall be in English.

Done in New Delhi, on 10 December 2020 in two originals, each in Uzbek, Hindi and English languages, each text being equally authentic.


In case of any disagreement on interpretation of provisions of this Agreement, English language shall prevail.

For BIS


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For “Uzstandart” Agency


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