

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE BUREAU OF INDIAN STANDARDS (BIS)**

**AND**

**THE KENYA BUREAU OF STANDARDS (KEBS)**



The Bureau of Indian Standards (hereinafter referred to as BIS), the National Standards Body of India established under the Bureau of Indian Standards Act, 2016 and of 9, Bahadur Shah Zafar Marg, New Delhi, 110002 within the Republic of India;

AND

The Kenya Bureau of Standards, (hereinafter referred to as KEBS, which expression shall where the context so permit include its successors and assigns), a body corporate established under the Standards Act Chapter 496 Laws of Kenya and Post Office Box Number 54974-00200 Nairobi within the Republic of Kenya.

Have reached the following understanding:

**Article 1  
Objective**

The objective of this Memorandum of Understanding (MOU) is to facilitate closer cooperation and provide a mechanism by which parties can work together towards the common aim of strengthening standardization, and conformity assessment activities and facilitate sharing of expertise and facilitating mutual trade.

**Article 2  
Areas of Cooperation**

The parties shall, within their competence and in accordance with their respective relevant laws and regulations, encourage and promote cooperation in the areas of:

**2.1 Standardization**

- a) The parties shall exchange information and documents in the field of standardization. These will include organizational structure for standardization, rules and procedures for standard formulation, comments on international standards at various stages of development, etc.
- b) The parties shall exchange scientific and technical information on issues/ areas of standardization as mutually agreed upon.



## **2.2 Conformity Assessment**

### **2.2.1 Certification**

- a) The Parties shall exchange information on each other's organizational structure, and the rules and procedures for third party product certification and the Management Systems Certification, to the extent as may be appropriate with the aim of entering bilateral cooperation arrangement for utilizing each other's inspection services.
- b) The Parties shall exchange in-house manuals for product certification and Management Systems Certification, to the extent as may be appropriate.
- c) The Parties shall exchange technical information on certification activities upon their consensual agreement for the development of their activities.

### **2.2.2 Testing**

- a) The Parties shall exchange information in relation to testing facilities available in their laboratories and/or network.
- b) The Parties shall exchange information on the other Party's organizational structure and/or network for testing, procedures for laboratory tests, and the development of laboratories based on international criteria with the aim of allowing mutual recognition of test reports.

## **2.3 Technical Information**

The Parties shall exchange information on compilation, storage, retrieval, application and dissemination of scientific and technical information on standardization, and conformity assessment.

## **2.4 Training**

The Party shall provide training for the other Party's personnel in the field of standardization and conformity assessment on reciprocal basis and other areas of mutual interest, as may be appropriate.



## **2.5 Confidentiality**

**2.5.1** : Both NSB's shall keep all the information/ correspondence exchanged with each other under this MoU as confidential and shall utilize it for the purpose of operation of this MoU only. No Party shall disclose to a third party, information received from other Party, except with the other Party's prior written consent.

**2.5.2** : The confidentiality obligations imposed upon the Parties under this MoU 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 MoU;
- 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 3 Financing**

The Parties shall bear the costs related to any activity arising from or as a result of this MoU on terms to be mutually agreed between the Parties.

### **Article 4 Amendment**

The MoU may be amended or supplemented at any time by written agreement between the Parties.

### **Article 5 Language**

Parties agree to use English as the working language.

### **Article 6 Dispute Settlement**

Any dispute, disagreement or claim arising out of the interpretation or implementation of this MoU shall be settled amicably by consultations and negotiation between the Parties.



**Article 7  
Implementation**

Implementation of the MoU would be achieved by regular exchange of delegations and monitoring of Annual Cooperation Programs drawn through mutual agreement.

**Article 8  
Final Provision**

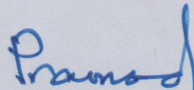
- 1) This MoU shall be effective from the date of its signature by the Parties and shall remain in force for a period of five (5) years. Thereafter it may be extended for subsequent periods of five (5) years at a time by mutual written consent of both the parties.
- 2) This MoU may be terminated at any time by either Party at least six (6) months' prior notice to the other Party.

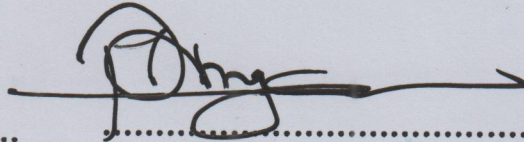
**IN WITNESS WHEREOF**, the undersigned, being duly authorized thereto by their respective Governments, have signed this Memorandum of Understanding in originals each in English and Hindi languages, both texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

**SIGNED IN NEW DELHI THIS 05<sup>th</sup> DAY OF DECEMBER 2023**

**FOR THE GOVERNMENT OF THE  
REPUBLIC OF INDIA**

**FOR THE GOVERNMENT OF THE  
REPUBLIC OF KENYA**





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**SHRI PRAMOD KUMAR TIWARI  
DIRECTOR GENERAL  
BUREAU OF INDIAN STANDARDS  
MINISTRY OF CONSUMER  
AFFAIRS, FOOD & PUBLIC  
DISTRIBUTION.**

.....  
**DR. A. KORIR SINGOEI  
PRINCIPAL SECRETARY  
STATE DEPARTMENT FOR  
FOREIGN AFFAIRS  
MINISTRY OF FOREIGN AND  
DIASPORA AFFAIRS**