MEMORANDUM OF UNDERSTANDING BETWEEN THE BUREAU OF INDIAN STANDARDS (BIS) AND SURINAME STANDARDS BUREAU (SSB)

The Bureau of Indian Standards (BIS), the Republic of India and Suriname Standards Bureau (SSB) herein after jointly referred to as "the Parties" and individually as "the Party".

Desiring, in a spirit of co-operation and mutual interest, to enhance and strengthen technical cooperation in the fields of standardization, and conformity assessment with the aim of exchanging necessary information and expertise between the Parties.

Have agreed as follows:

ARTICLE 1

Objective

The objectives of this Memorandum of Understanding are 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 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 following areas:

2.1 Standardization

(1) The Parties shall exchange information and documents in the field of standardization. These shall include organizational structure for standardization, rules and procedures for standards formulation, standards work programmes for standards

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formulation, comments on international standards at various stages of development, etc.

(2) The Parties shall exchange scientific and technical information on issues / areas of standardization mutually agreed upon

2.2 Conformity Assessment

2.2.1 Certification

- (1) The Parties shall study 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.
- (2) The Parties shall exchange in-house manuals for product certification and Management Systems Certification, to the extent as may be appropriate.
- (3) The Parties shall exchange technical information on certification activities upon their consensual agreement for the development of their activities.

2.2.2 Testing

- (1) The Parties shall exchange information in relation to testing facilities available in their laboratories and/or network.
- (2) The Parties shall study 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 relating to 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

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reciprocal basis and other areas of mutual interest, as may be appropriate.

ARTICLE 3

Confidentiality

- **3.1** Both the Parties 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 Memorandum of Understanding only. Neither Party shall disclose to a third party, information received from other Party, except with the other Party's prior written consent.
- **3.2** The confidentiality obligations imposed upon the Parties under this Memorandum of Understanding 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 Memorandum of Understanding;
 - 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 4

Financing

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

ARTICLE 5

Amendment

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

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ARTICLE 6

Language

Parties agree to use English as the working language.

ARTICLE 7

Dispute Settlement

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

ARTICLE 8

Implementation

Implementation of the Memorandum of Understanding shall be achieved by regular exchange of delegations and monitoring of Annual Cooperation Programs drawn through mutual agreement

ARTICLE 9

Good Faith

- (1) The Parties hereby agree to act in good faith with each other in performance of their respective obligations under this Memorandum of Understanding.
- (2) The Parties also agree to work diligently towards the preparation, finalization and execution of all relevant formal agreements intended to give effect to the intention of the Parties as contained in this Memorandum of Understanding and for the successful implementation of the provisions in this Memorandum of Understanding.

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ARTICLE 10

Divisibility

Any Article of this Memorandum of Understanding, being recognized as invalid by the Parties, does not affect the effectiveness of other clauses.

ARTICLE 11 Entry into Force and Termination

- This Memorandum of Understanding shall be in force for three years from the date of its signature thereof by the Parties. Thereafter, it shall be automatically renewed for subsequent periods of three years each at a time, unless terminated by either Party.
- (2) This Memorandum of Understanding may be terminated at any time by either Party by giving at least four months' prior notice to the other Party.

IN WITNESS WHEREOF, THE UNDERSIGNED BEING DULY AUTHORISED BY THE RESPECTIVE PARTIES HAVE SIGNED The Memorandum of Understanding.

Done at Paramaribo on 30th day of August two-thousand and Twenty Two in two originals, each in Dutch, Hindi and English languages, all texts being equally authentic. In case of divergence in interpretation, the English language text shall prevail.

For the Bureau of Indian Standards Signed:

For the Suriname Standards Bureau Signed:

Dr. Shankar Balachandran Ambassador of India in Suriname Charelle Parker
Director
Suriname Standards Bureau