

**AGREEMENT
BETWEEN
THE TAIPEI ECONOMIC AND CULTURAL CENTER IN INDIA
AND
THE INDIA-TAIPEI ASSOCIATION, TAIPEI
ON MUTUAL COOPERATION IN THE FIELD OF
STANDARDIZATION AND CONFORMITY ASSESSMENT**

The Taipei Economic and Cultural Center in India, and The India-Taipei Association, Taipei hereinafter referred to as 'the Parties'.

Considering that in the respective territories of the Parties, import and sale of certain goods of the Parties are subject to conformity with certain standards and/ or other normative documents;

Affirming that the National Standards Bodies (NSBs) in the respective territories of the Parties 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.

Have 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 (NSB) in the territory of either Party means the Bureau of Standards, Metrology and Inspection, Taipei and Bureau of Indian Standards, New Delhi.

1.3 Licence/ Certificate: Document issued under the rules of certification system indicating authoritatively that a product, process or service is in conformity with a specific standard.

1.4 Product: Wherever mentioned, product would include product, process or service.

2. GENERAL

2.1 All the activities in this Agreement shall be subject to, and implemented in accordance with, the Laws, Acts, Rules and Regulations governing the NSBs in the respective territories.

2.2 The product categories for which this Agreement shall be applicable shall be decided between the Parties after ascertaining that the respective NSBs have the technical competence and experience in conformity assessment of the relevant product categories and with the consent of NSBs.

2.3 The terms of the Agreement shall apply to only in respect of the product categories identified and jointly agreed at any given time. In the case of regulated products, the provisions of this Agreement shall apply only when agreed by the respective regulatory authorities in the territories of both the Parties.

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 facilities available in the territories of the Parties are mutually

acceptable and in compliance with respective 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 Director Generals of the two NSBs and the agreed exchanged notes on such agreement shall be considered as an integral part of this Agreement.

3.1.1 Phase:1

The NSBs shall authorize each other as agents to carry out surveillance inspection and taking out of samples for sending to the NSBs. The inspection reports shall be accepted by the NSBs for the purpose of operation of licences/ 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

The NSBs shall authorize each other as agents to carry out pre-certification/ preliminary inspection, and whenever applicable, draw samples for sending to the other NSB. The inspection reports shall be accepted by the other NSB for the purpose of grant/ issuance of licences/ certificates.

3.1.3 Phase:3

The NSBs shall permit testing of samples drawn during the pre-certification/ preliminary inspection or surveillance inspection in laboratories (located in the territory where the applicant/ licensee manufacturing premises are 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/ APAC and recognized by the NSB. The NSB shall accept the test reports for the purpose of 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, the NSBs shall accept the inspection reports, and test reports for all requirements of each other from laboratory(ies) accredited according to ISO/IEC 17025 from a body which is a member of ILAC/ APAC and recognized by the respective NSB. These reports shall be used for the purposes of granting/ issuing licences/ certificates in the territory of other NSB; and for taking decisions relating to extension of scope, renewal, suspension, cancellation of such licences/ certificates and other operational issues.

- 3.2 Issuance of Licences/ Certificates by any NSB shall be the sole discretion of the respective NSB. It may be done after satisfying itself as per applicable regulatory requirements in the territory and the relevant standards of the NSB have been complied to.
- 3.3 The NSBs shall have the authority to take necessary actions as per their Certification Schemes on the basis of inspection and test reports received from the other NSB.
- 3.4 The NSBs may consider facilitating visit to an applicant or licensee unit or laboratory that is deemed necessary, at any stage by the other NSB, which shall be communicated in writing in advance.
- 3.5 The NSBs shall agree to provide to each other the procedures of product certification including Acts, Rules and Regulations governing the use of the mark of conformity, in English.
- 3.6 The NSBs shall agree to provide to each other the standards and regulatory provisions, in English, related to the products

covered by the List agreed in accordance with provisions of Paragraphs 2.2 and 2.3. NSBs shall inform each other within one month, of any amendments to, or the new version of these standards or regulatory provision, in English.

- 3.7 The NSBs 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 NSB. However, any legal action to be taken will be governed as per the laws in the respective territory/ NSB.

4. FEE

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

5. CONFIDENTIALITY

- 5.1 The NSBs shall keep all information/ correspondence with each other regarding operation of licences/ certificates, as confidential and shall utilize it only for the purpose of operation of this Agreement.

- 5.2 The confidentiality obligations of NSBs under this Agreement shall not apply to information which:
- a) is or has become part of the public domain through no fault of the NSBs;
 - b) is in the possession of one of the NSBs prior to the receipt of the information under this Agreement;
 - c) is received by one of the NSBs from third party with a good legal title thereto;
 - d) is required by law or by a court order.

6. LIABILITY

If a claim is filed against either NSB, in connection with the activities of the other NSB, the first NSB shall immediately inform the second NSB of such claim and send without delay all relevant information and documents. The first NSB shall not pay the claimant any money without the consent of the other NSB, and not before the other NSB has appointed an advocate and has the opportunity to defend itself in a court of law.

7. COMPLAINTS

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

8. EXCHANGES OF INFORMATION AND PERSONNEL

8.1 The NSBs shall also agree to the exchange of information and documents in the areas of standardization and conformity assessment to facilitate trade of products.

8.2 The NSBs shall also agree to 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 NSBs shall also agree to exchange personnel in the above areas on mutually agreed basis.

9. VALIDITY OF THIS AGREEMENT

9.1 The Agreement shall be in force for 5 years from the last date of its signature thereof by the Parties. Thereafter, it will be automatically renewed for a subsequent period of 5 years, unless terminated.

9.2 This Agreement may be terminated by either Party by giving three months' advance notice in writing.

9.3 If during the period of the "notice" as mentioned in 9.2, a specific assignment is being conducted under the conditions of this Agreement, this assignment will continue until its completion.

10. MODIFICATION

This Agreement may be revised or amended at any time upon the mutual written consent of the Parties.

11. DISPUTE

Any dispute, controversy or claim arising from or in connection with this Agreement shall be settled amicably by mutual consultations and negotiations by the NSBs and the Parties.

12. LANGUAGE

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

13. COMPETENT AUTHORITIES

Competent authorities that shall implement this Agreement are:

- a) For the Taipei Economic and Cultural Center in India is the Bureau of Standards, Metrology and Inspection, Taipei.
- b) For the India-Taipei Association, Taipei is the Bureau of Indian Standards, New Delhi.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have signed this Agreement.

Done in duplicate in two original copies each in the Chinese, Hindi and English languages, all texts being equally authentic. In case of any discrepancy, the English text shall prevail.

For the Taipei Economic and Cultural Center in India

For the India-Taipei Association, Taipei



**Baushuan Ger
Representative**



**Gourangalal Das
Director General**

18th May 2022

Date

Date 18th May 2022

New Delhi

Place

Place Taipei