



SAARC AGREEMENT ON MULTILATERAL ARRANGEMENT ON RECOGNITION OF CONFORMITY ASSESSMENT

The Governments of SAARC Member States:

CONSIDERING the traditional links of friendship that exist amongst SAARC Member States;

DESIRING to facilitate trade amongst SAARC Member States;

RECOGNIZING that one of the objectives and functions of South Asian Regional Standards Organization (SARSO) is to promote Mutual Recognition Arrangements (MRAs) on Conformity Assessment procedures amongst the SAARC Member States;

RECOGNIZING that mutual recognition of conformity assessment could be an important means of eliminating technical barriers to trade and enhancing market access amongst the Member States;

RECOGNIZING that any such mutual recognition requires confidence in the other Party's capacity and competence to assess conformity to a Party's own requirement;

RECOGNIZING the importance of maintaining each Member State's high levels of health, safety, environmental and consumer protection;

RECOGNIZING the different levels of infrastructure for standards and conformity assessment and economic development of the Member States;

NOTING that this Agreement is not intended to displace private sector bilateral and multilateral Arrangements amongst conformity assessment bodies or to affect regulatory regimes;

HAVE AGREED AS FOLLOWS:

ARTICLE 1 DEFINITIONS

For the purpose of this Agreement, the following definitions shall apply:

1. "Board for Conformity Assessment (BCA)" means the Board consisting of one representative from each Party.

2. "Conformity Assessment (CA)" means systematic examination through activities of inspection, testing or audit, to determine the extent to which a product and/or process fulfills specified requirements.
3. "Conformity Assessment Body (CAB)" means a body which carries out inspection, testing or audit activities.
4. "Certification Body" means a body which has been authorized by SAARC Member State to grant Licence/Certificate.
5. "Licence/Certificate" means a document issued under the rules of certification system indicating that adequate confidence is provided that a product and/or process is in conformity with a specific standard.
6. "Licensee/Certificate Holder" means a person/an entity who has been granted Licence/Certificate.
7. "Party" means National Standards Body nominated by a Member State as described in Statutes and Rules of Procedures of South Asian Regional Standards Organisation (SARSO).
8. "Product" means result of a process.
NOTE: Product also includes Service.
9. "Regulatory Authority" means an entity that has legal powers and rights and is responsible for enforcing regulations.
10. "SARSO" means South Asian Regional Standards Organization.
11. "Sector" means a sector identified by Board for Conformity Assessment (BCA) for Conformity Assessment.
12. "Sectoral Conformity Assessment Committee (SCAC)" means Committee of technical experts for the Conformity Assessment for the Sector from SAARC Member States.

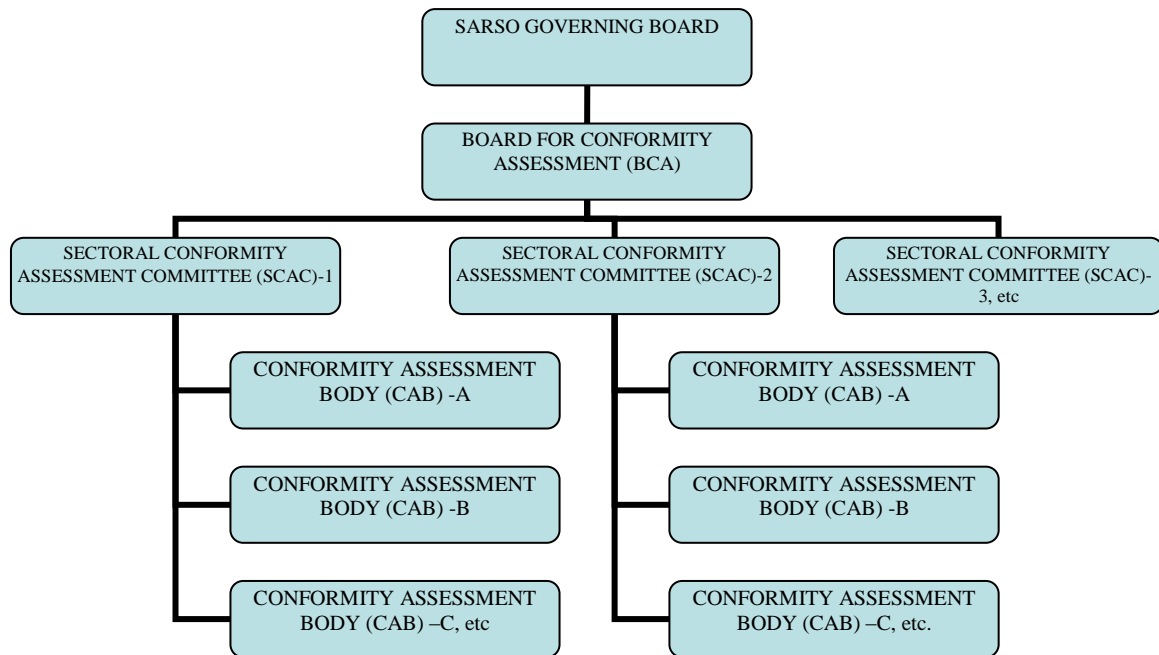
ARTICLE 2

OBJECTIVES

The objective of this Agreement is to facilitate the Parties to accept results of conformity assessment with a view to eliminate technical barriers to trade within SAARC.

ARTICLE 3

ORGANOGRAM FOR SAARC CONFORMITY ASSESSMENT



ARTICLE 4

SCOPE OF THE AGREEMENT

This Agreement covers the following:

1. Product coverage;
2. Board for Conformity Assessment (BCA)
3. Sectoral Conformity Assessment Committees (SCACs);
4. Procedure for listing of CABs;
5. Monitoring of listed CABs;
6. Suspension of listed CABs;
7. Withdrawal of listed CABs;
8. Exchange of information;
9. Phases of conformity assessment of products;
10. Preservation of Regulatory Authority;
11. Confidentiality;
12. Fee;
13. Settlement of disputes;
14. Institutional arrangements;
15. Technical assistance;
16. Complaints;
17. Official Language;
18. Entry into Force of the Agreement;
19. Depositary;

20. Reservations; and
21. Amendment.

ARTICLE 5
PRODUCT COVERAGE

This Agreement pertains to the products identified and listed in respect of each Member State 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 concerned Parties.

ARTICLE 6
BOARD FOR CONFORMITY ASSESSMENT (BCA)

1. The Parties hereby establish a Board for Conformity Assessment (BCA), consisting of one representative from each Party, responsible for the planning, coordinating and monitoring of all conformity assessment work of SARSO.
2. BCA shall make its decisions by unanimous consent. BCA shall determine its own rules and procedures subject to the approval of SARSO Governing Board.
3. BCA may consider any matter relating to the effective functioning of this Agreement. In particular it shall be responsible for:
 - a) listing, suspension, withdrawal of CABs in accordance with this Agreement;
 - b) establishing SCAC(s) as and when necessary
 - c) amending arrangements including transitional arrangements in different SCACs as and when necessary;
 - d) resolving any questions relating to the application of this Agreement not otherwise resolved in the respective SCAC;
 - e) providing a forum for discussion on issues that may arise concerning the implementation of this Agreement;
 - f) considering ways to enhance the operation of this Agreement;
 - g) proposing any amendment to this Agreement as and when necessary;
 - h) reviewing the progress made in implementation of various phases of conformity assessment of products (Article 13), and recommending necessary actions in this respect to SARSO Governing Board;
 - i) preparing, reviewing and updating the documents required by all SCACs; and
 - j) resolving disputes, if any, between the SCACs.

4. A Party may introduce new procedures or modify the existing ones in a given sector, subject to the approval of BCA.

ARTICLE 7

SECTORAL CONFORMITY ASSESSMENT COMMITTEES (SCACs)

1. SCACs shall comprise of technical experts for the conformity assessment for the sector from SAARC Member States.
2. SCAC shall recommend to BCA about listing, subsequent monitoring, suspension, withdrawal and verification of CABs.
3. Each Party shall appoint and confirm in writing contact point to be responsible for activities under respective SCAC(s).

ARTICLE 8

PROCEDURE FOR LISTING OF CONFORMITY ASSESSMENT BODIES

The following procedure shall apply with regard to the listing of CABs in a Sector:

1. SCAC shall ensure that CABs identified for listing have adequate knowledge of the applicable standards and experience in conformity assessment, in accordance with the procedures and criteria set forth for that Sector. Assessment of technical competence/compliance to the procedures may be done by SCAC through verification.
2. Each SCAC shall forward in writing required details of CABs that had been identified, to SARSO Secretariat. The SARSO secretariat shall circulate these details to all the Parties for their confirmation, opposition, or abstention for the listing of identified CABs.
3. The Parties shall indicate their position regarding their confirmation or their opposition, to the SARSO Secretariat within 60 days after issuance of SARSO Secretariat communication.
4. The responses received from the Parties shall be forwarded to BCA by SARSO Secretariat within 7 working days of expiry of 60 days as at 8.3 above.
5. BCA shall take following actions after receipt of responses from SARSO Secretariat:
 - a. list CAB when confirmation is received from all the Parties.
 - b. list CAB when there is no opposition and abstention without any comment from any Party. Abstention without comment shall be treated as confirmation. Opposition without comment will be treated as non-opposition.
 - c. resolve cases of opposition and/or abstention with comments.
6. Any opposition should be given in writing with justification and evidence if any. Any Party may request for visit for verification of technical competence of CAB. The BCA shall take final view and may decide for verification of the technical competence or compliance of a proposed CAB.

ARTICLE 9

MONITORING OF LISTED CONFORMITY ASSESSMENT BODIES

The following procedure shall apply with regard to the monitoring of conformity assessment bodies in a sector:

1. Each SCAC shall ensure that its conformity assessment bodies are capable and remain capable of properly carrying out conformity assessment.
2. SCACs shall monitor the performance of the conformity assessment and the decision-making processes of CABs at least once a year. Such monitoring may include on-site assessments, review of assessment reports, feedback of CABs from their clients, etc and taking appropriate action.
3. In cases where assessments by CAB involve subjects in jurisdiction of more than one SCACs, the monitoring team shall consist of relevant experts from the concerned SCACs.

ARTICLE 10

SUSPENSION OF LISTED CONFORMITY ASSESSMENT BODIES

The following procedure shall apply with regard to the suspension of a CAB listed in a Sector:

1. Proposal for suspension of listed CAB shall only be considered when it comes from any Party in writing.
2. Such a proposal can only be made if the Party contests the technical competence of the CAB or contests the compliance to prescribed procedures by the CAB. Such contestation shall be made only when it is supported by objective evidence in a reasoned manner.
3. Such a proposal shall be made to SARSO Secretariat, which shall promptly inform about the proposal to the relevant SCAC (s) and the concerned CAB.
4. In case the CAB wishes to refute the contestation, it shall be given an opportunity to present its case before the concerned SCAC.
5. In case the CAB agrees with the contestation, it shall intimate the corrections made and corrective actions taken to the concerned SCAC.
6. Any such contestation shall be discussed by the relevant SCAC, which shall send its recommendations to BCA. SCAC may give its recommendation, if necessary, based on verification visit to the CAB for assessing its technical competence or compliance to the procedures.
7. In case the CAB does not respond within 21 days from the date of receipt of suspension proposal from SARSO Secretariat, the relevant SCAC shall recommend to BCA suspension of the CAB.
8. Efforts should be made by BCA to take a decision on the suspension proposal within 60

days of receipt of the suspension proposal from the Party.

9. Upon the suspension of a CAB in the relevant Sector, the Party(ies) is/are no longer obliged to accept or recognize the results of conformity assessment performed by that CAB subsequent to suspension. Parties shall continue to accept the results of conformity assessment procedures performed by that CAB prior to suspension; and
10. The suspension shall remain in effect until an agreement has been reached by BCA on the future status of that CAB.

ARTICLE 11

WITHDRAWAL OF LISTED CONFORMITY ASSESSMENT BODIES

The following procedure shall apply with regard to the withdrawal of a CAB listed in a Sector:

At CAB's behest:

1. In case a listed CAB wishes to withdraw from the list, it shall make a written request to that effect with reasons to SARSO Secretariat.
2. SARSO Secretariat shall promptly refer the matter to relevant SCAC for its recommendation. SCAC shall send its recommendation to BCA within 30 days of receipt of such reference. BCA shall communicate about its decision promptly to SARSO Secretariat.
3. SARSO Secretariat shall promptly inform the decision of BCA to the Parties, relevant SCAC(s) and the concerned CAB; and this information should also be made public (e.g. SARSO website).

At Party's behest:

1. Proposal for withdrawal of listed CAB shall only be considered when it comes from any Party in writing.
2. Such a proposal can only be made if the Party contests the technical competence of the CAB or contests the compliance to prescribed procedures by the CAB. Such contestation shall be made only when it is supported by objective evidence in a reasoned manner.
3. Such a proposal shall be made to SARSO Secretariat, which shall promptly inform about the proposal to the relevant SCAC(s) and the concerned CAB.
4. In case the CAB wishes to refute the contestation, it shall do so in writing with justification to the relevant SCAC within 21 days. SCAC shall then give an opportunity to the CAB to present its case within 30 days.
5. In case the CAB agrees with the contestation, it shall intimate the corrections made and corrective actions taken to the concerned SCAC within 15 days.
6. Any such contestation shall be discussed by the relevant SCAC, which shall send its

recommendations to BCA. SCAC may give its recommendation, if necessary, based on verification visit to the CAB for assessing its technical competence or compliance to the procedures.

7. Depending upon the seriousness of the deficiency assessed SCAC may even recommend suspension of the CAB.
8. In case the CAB does not respond within 21 days from the date of receipt of suspension proposal from SARSO Secretariat, the relevant SCAC shall recommend to BCA withdrawal of the CAB.
9. Efforts should be made by BCA to take a decision on the proposal for withdrawal within 60 days of its receipt from the Party.
10. Upon the withdrawal of a CAB in the relevant Sector(s), the Party(ies) is/are no longer obliged to accept or recognize the results of conformity assessment performed by that CAB subsequent to withdrawal. Parties shall continue to accept the results of conformity assessment procedures performed by that CAB prior to withdrawal.

ARTICLE 12

EXCHANGE OF INFORMATION

1. The Parties shall exchange information concerning the implementation of the legislative, regulatory, and administrative provisions as applicable to various Sectors under SARSO.
2. Each Party shall notify all other Parties about legislative, regulatory and administrative changes related to the subject matter of this Agreement at least 60 days before their entry into force. Where considerations of safety, health or environmental protection require urgent action, the Party shall notify about it to the others as soon as practicable.
3. Each Party shall promptly notify any other change in itself and relevant to this Agreement to the SARSO Secretariat.

ARTICLE 13

PHASES OF CONFORMITY ASSESSMENT OF PRODUCTS

Within the framework of the conditions mentioned in paras 5 to 7 of this Article, the following areas of cooperation shall be pursued and given effect in a phased manner. As can be seen, each phase is a step forward and would include the cooperation agreed to in all previous phases.

1. Phase 1

A Party shall authorize a listed CAB in the other Member State, where the licensee manufacturing premises is situated to carry out surveillance inspection and drawal of samples for sending to the Party. The inspection report of the CAB shall be accepted by the Party for the purpose of operation of licence.

2. Phase 2

A Party shall authorize a listed CAB in the other Member State, where the licensee manufacturing premises is situated to carry out pre-certification inspection and drawal of

samples for sending to the Party. The inspection report of the CAB shall be accepted by the Party for the purpose of grant of licence.

3. Phase 3

The Parties shall permit testing of samples drawn during the pre-certification or surveillance inspection in laboratories (located in the Member State where the applicant/ licensee manufacturing premises is situated), which have an accreditation against ISO/IEC 17025, for the tests as per Party's standards for test methods, from a body which is a signatory to ILAC/APLAC MRA. The Parties shall accept the test results subject to condition that testing has been carried out for all the requirements of the Standard of the Certifying Party.

4. Phase 4

Wherever the Standards are harmonized, the Parties shall accept the inspection reports and test reports for all requirements from laboratory(ies) accredited from a body which is a signatory to ILAC/APLAC MRA (as per Phase 3 above). These reports will be used by a Party for the purposes of granting their licences in the Member State of the other Party; and for taking decisions relating to extension of scope, renewal, suspension, cancellation of licences and other operational issues.

5. The issuance of the Licence/Certificate by any Party shall be at its sole discretion. It shall be done after satisfying itself that applicable national regulatory requirements and the relevant standards of the Party have been fully complied with.
6. The Parties shall have the authority to take necessary actions as per their Certification Scheme on the basis of inspection and test reports received from the listed CAB.
7. A Party shall facilitate visits by the other Party(ies) to an applicant or licensee unit or CAB if desired at any stage due to any reason which shall be communicated in advance.

ARTICLE 14

PRESERVATION OF REGULATORY AUTHORITY

1. Nothing in this Agreement shall be construed to limit the authority of a Party to determine, through its legislative, regulatory and administrative measures, the level of protection it considers appropriate for safety; for protection of human, animal, or plant life or health; for the environment; for consumers; and otherwise with regard to risks within the scope of this Agreement.
2. Nothing in this Agreement shall be construed to limit the authority of a Regulatory Authority of a Member State to take appropriate and immediate measures whenever it ascertains that a product may:
 - (a) compromise the health and/or safety of persons in its territory; or
 - (b) not meet the legislative, regulatory, or administrative provisions within the scope of this Agreement; or
 - (c) otherwise fail to satisfy a requirement within the scope of the Agreement.

Such measures may include withdrawing the products from the market, prohibiting their placement on the market, restricting their free movement, initiating a product recall, and preventing the recurrence of such problems, including prohibition on imports. If the Regulatory Authority takes such action, it shall inform its counterpart in the other Member States.

ARTICLE 15

CONFIDENTIALITY

1. Each Party agrees to maintain, to the extent required under its laws, the confidentiality of information exchanged under this Agreement.
2. In particular, none of the Parties shall disclose to the public, or permit a CAB to disclose to the public, information exchanged under this Agreement that constitutes trade secrets; confidential, technological, commercial or financial information; or information that relates to an ongoing investigation.
3. A Party or a CAB may, upon exchanging information with the other Party or with a CAB of the other Party, designate the portions of the information that it considers to be exempted from disclosure.
4. Each Party shall take appropriate precautions necessary to protect information exchanged under this Agreement from unauthorized disclosure.
5. 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 for 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 16

FEE

The fee related to any activity of Conformity Assessment under this Agreement shall be charged on the principle of National Treatment.

ARTICLE 17

SETTLEMENT OF DISPUTES

Differences between Parties under this Agreement concerning the interpretation or application of this Agreement, as far as possible should be settled amicably between the Parties concerned. If a settlement cannot be reached, it shall be referred to the relevant SCAC. Even then if settlement is not reached, the same shall be referred to the BCA. Still if no settlement is

reached, it shall be referred to SARSO Governing Board. The decision of the SARSO Governing Board shall be binding on all Parties. In case of dispute remaining unresolved, it shall be referred by the SARSO Governing Board to the higher SAARC bodies for resolution.

ARTICLE 18
INSTITUTIONAL ARRANGEMENTS

SARSO Secretariat shall provide all the support for coordinating and reviewing the implementation of this Agreement, including that to BCA and SCACs.

ARTICLE 19
TECHNICAL ASSISTANCE

1. The Parties shall, if requested, advise the other Parties, and shall provide them technical assistance on mutually agreed terms and conditions, where applicable, on building up and/or maintaining technical competence of relevant CABs in their territories so that they can fulfill the obligations as specified under this Agreement.
2. The Parties which are members or participants of international or regional systems for conformity assessment shall, if requested, advise the other Parties, and shall provide them technical assistance on mutually agreed terms and conditions, where applicable regarding the establishment of the institutions and legal framework which would enable them to fulfill the obligations of membership or participation under this Agreement.
3. Expenses incurred as a result of any activity for providing technical assistance by a Party to another will be as mutually agreed between the Parties.

ARTICLE 20
COMPLAINTS

1. The Parties shall investigate complaint on conformity assessment, whenever requested by the other Party and submit the investigation report to the requesting Party.
2. The expenses incurred in this regard shall be mutually agreed between the concerned Parties.

ARTICLE 21
OFFICIAL LANGUAGE

English shall be the official language for operation of this Agreement.

ARTICLE 22
ENTRY INTO FORCE OF THE AGREEMENT

This Agreement shall enter into force on completion of formalities, including ratification, by all Member States and upon issuance of notification thereof by the SAARC Secretariat.

ARTICLE 23
DEPOSITARY

This Agreement shall be deposited with the Secretary General of SAARC.

ARTICLE 24
RESERVATIONS

This Agreement shall not be subject to reservations either at the time of signature or at the time of notification to the SAARC Secretariat of the completion of formalities.

ARTICLE 25
AMENDMENT

This Agreement may be amended by consensus amongst the Member States on the recommendation of the SARSO Governing Board. Any Member State proposing amendment(s) shall notify the other Member States through the SAARC Secretariat. Such amendment(s) shall become effective upon the notification issued by the SAARC Secretariat on completion of formalities, including ratification, by all the Member States.

ARTICLE 26
SAVINGS

This Agreement shall not affect the rights and obligations of the individual Parties under any other international Agreement.

IN WITNESS WHEREOF, the undersigned being duly authorized thereto by their respective Governments have signed this Agreement on Multilateral Arrangement on Recognition of Conformity Assessment.

Done in Addu, Maldives On This Eleventh Day of November Two Thousand Eleven in Ten Originals In The English Language, All Texts Being Equally Authentic.

Dr. Zalmay Rassoul
Minister of Foreign Affairs
Islamic Republic of Afghanistan

Dr. Dipu Moni, MP
Minister for Foreign Affairs
People's Republic of Bangladesh

Khandu Wangchuk
Minister-in-Charge of Foreign Affairs
Kingdom of Bhutan

S.M. Krishna
Minister of External Affairs
Republic of India

Ahmed Naseem
Minister of Foreign Affairs
Republic of Maldives

Narayan Kaji Shrestha 'Prakash'
Deputy Prime Minister and
Minister for Foreign Affairs
Nepal

Hina Rabbani Khar
Minister for Foreign Affairs
Islamic Republic of Pakistan

Prof. Gamini Lakshman Peiris
Minister of External Affairs
Democratic Socialist Republic of Sri Lanka