

MUTUAL RECOGNITION AGREEMENT

ON CONFORMITY ASSESSMENT

BETWEEN

THE GOVERNMENT OF NEW ZEALAND

AND

THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE

THE GOVERNMENT OF NEW ZEALAND AND THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE (hereinafter referred to individually as **Party** or collectively as the **Parties**)

CONSIDERING the traditional links of friendship that exist between them;

CONSIDERING their shared commitments to protect, *inter alia*, human health and safety, animal and plant life and health and the environment;

CONSIDERING their shared commitment to trade facilitation;

DESIRING to conclude an agreement providing for the mutual recognition of the results of conformity assessment activities required for access into their respective markets;

DESIRING to encourage greater international harmonisation of standards and regulations;

DESIRING to encourage and complement the momentum of cooperation undertaken in the Asia Pacific Economic Cooperation fora of which New Zealand and Singapore are members; and

BEARING IN MIND their status as Contracting Parties to the Marrakesh Agreement Establishing the World Trade Organization, and conscious of their rights and obligations under the *Agreement on Technical Barriers to Trade* annexed thereto (hereafter the **TBT Agreement**),

HAVE AGREED as follows:

PART I

Article 1: Definitions

1. All general terms concerning standards and conformity assessment used in this Agreement shall have the meaning given in the definitions contained in ISO/IEC Guide 2:1996 "General terms and their definitions concerning standardization and related activities" of the International Organization for Standardization and International Electrotechnical Commission unless the context requires otherwise. In addition, the following terms and definitions shall apply for the purpose of this Agreement:

accept means the use of the results of conformity assessment activities as a basis for regulatory actions such as approvals, licences, registrations and post-market assessments of conformity;

acceptance has an equivalent meaning to **accept**;

conformity assessment means any activity concerned with determining directly or indirectly that relevant Mandatory Requirements are fulfilled;

Conformity Assessment Body means a body that conducts conformity assessment activities and includes test facilities and certification bodies. A Regulatory Authority may be a Conformity Assessment Body under this Agreement;

Certification Body means a body, including product or quality systems certification bodies, that may be designated by one Party's Designating Authority in accordance with this Agreement to conduct certification to the other Party's Mandatory Requirements;

Confidential Proprietary Information means all confidential and proprietary information which is expressly stated to be confidential or which by its nature, is deemed to be implicitly confidential, including information furnished verbally in relation to or arising out of this Agreement;

Designating Authority means a body as specified under this Agreement established in the territory of a Party with the necessary authority to designate, monitor, suspend, remove suspension or withdraw designation of Conformity Assessment Bodies within its jurisdiction;

designation means the authorisation by a Designating Authority of a Conformity Assessment Body to undertake specified conformity assessment activities;

designate has an equivalent meaning to designation;

Inspection Service means a body responsible for the inspection of manufacturers of products and the granting of manufacturing licences and/or certificates;

Mandatory Requirements means the legislative, regulatory and administrative requirements, that are the subject of this Agreement, of the Party into which the product is being supplied;

Regulatory Authority means an entity that exercises a legal right to control the import, use or supply of products within a Party's jurisdiction and may take enforcement action to ensure that products marketed within its jurisdiction comply with that Party's Mandatory Requirements;

Sectoral Annex is an annex to this Agreement which specifies the implementation arrangements in respect of a specific product sector. Each Sectoral Annex shall specify whether Part II or Part III of this Agreement apply to that specific sector;

Stipulated Requirements means the criteria set out in a Sectoral Annex for the designation of Conformity Assessment Bodies; and

Test Facility means a facility, including independent laboratories, manufacturers' own test facilities or government testing bodies, that may be designated by one Party's Designating Authority in accordance with this Agreement to undertake tests as relevant to the other Party's Mandatory Requirements.

2. For the purposes of this Agreement the singular should be read to include the plural and vice-versa when appropriate.

Article 2: Scope of this Agreement

1. This Agreement shall apply, on the one hand, to the territory of New Zealand excluding Tokelau, and, on the other hand, to the territory of Singapore.

2. Agreements concluded by either Party with a non-party shall not impose any obligation on the other Party to accept the results of conformity assessment undertaken in the non-party, save where there is an express agreement between the Parties to do so.

3. This Agreement does not require mutual acceptance of the Mandatory Requirements of each Party, or mutual recognition of the equivalence of such Mandatory Requirements. The Parties shall, however, give consideration to increasing the degree of harmonisation or equivalence of their respective Mandatory Requirements, where appropriate and where consistent with good regulatory practice. Where both Parties agree that the standards or technical regulations are harmonised or established as equivalent, a Party shall be able to assess compliance with its own Mandatory Requirements and this shall be deemed acceptable by the other Party.

Article 3: Exchange of Information

1. The Parties shall exchange information concerning their Mandatory Requirements, conformity assessment procedures and regimes.
2. Consistent with their obligations under the TBT Agreement, each Party shall inform the other Party of any proposed changes to its Mandatory Requirements. Except where considerations of health, safety and environmental protection warrant more urgent action, each Party shall notify the other Party of the changes within the time set out in the relevant Sectoral Annex or, if no time is specified, at least 60 calendar days before the changes enter into force.
3. The Parties may agree on the provision of other information for a specific sector in the relevant Sectoral Annex.

PART II

Article 4: Application and Scope of this Part

1. The provisions of this Part shall apply to a specific sector only if the relevant Sectoral Annex so provides.
2. This Part applies to conformity assessment of products specified in the relevant Sectoral Annexes carried out in the territories of the Parties regardless of the origin of those products unless otherwise stated in the relevant Sectoral Annex.

Article 5: Obligations of this Part

1. Each Party recognises that the Conformity Assessment Bodies designated by the other Party in accordance with this Agreement are competent to undertake the conformity assessment activities necessary to demonstrate compliance with its Mandatory Requirements.
2. New Zealand shall accept the results of conformity assessment activities to demonstrate conformity of products with its Mandatory Requirements when the conformity assessment activities are undertaken by Conformity Assessment Bodies designated by Singapore's Designating Authorities in accordance with this Agreement.
3. Singapore shall accept the results of conformity assessment activities to demonstrate conformity of products with its Mandatory Requirements when the conformity assessment activities are undertaken by Conformity Assessment Bodies designated by New Zealand's Designating Authorities in accordance with this Agreement.
4. Each Party shall, in accordance with Article 2.4 of the TBT Agreement, use international standards, or the relevant parts of international standards, as the basis for its Mandatory Requirements where applicable international standards exist or when their

completion is imminent, except when such international standards or their relevant parts are ineffective or inappropriate.

5. The Sectoral Annexes may provide mechanisms for the completion of registration or licensing activities that are based on conformity assessment activities covered by this Agreement.

Article 6: Designating Authorities

1. The Parties shall ensure that their Designating Authorities have the necessary authority to designate, monitor, suspend, remove suspension and withdraw designation of the Conformity Assessment Bodies specified in the Sectoral Annexes within their respective jurisdictions.

2. Designating Authorities shall consult, as necessary, with their counterparts in the other Party to ensure the maintenance of confidence in conformity assessment processes and procedures. This consultation may include joint participation in audits related to conformity assessment activities or other assessments of designated Conformity Assessment Bodies, where such participation is appropriate, technically possible and within reasonable cost.

Article 7: Designation of Conformity Assessment Bodies

1. In designating Conformity Assessment Bodies, Designating Authorities shall observe the relevant procedures and Stipulated Requirements.

2. Designating Authorities shall specify the scope of the conformity assessment activities for which a Conformity Assessment Body has been designated.

3. Each Party shall give the other Party advance notice of at least seven calendar days, or such other time period as may be specified in the relevant Sectoral Annex, of any changes, including suspensions, to their list of designated Conformity Assessment Bodies.

4. The results of conformity assessment activities undertaken by a designated Conformity Assessment Body shall be valid for acceptance for the purposes of Article 5.2 and Article 5.3 from the date of effect of their designation.

5. The Parties shall ensure that their designated Conformity Assessment Bodies maintain the necessary technical competence to undertake conformity assessment activities that demonstrate the conformity of a product with the Mandatory Requirements for which they have been designated.

6. The Parties shall exchange information concerning the procedures used to ensure that the designated Conformity Assessment Bodies are technically competent and comply with the relevant Stipulated Requirements.

7. The Parties shall ensure that their designated Conformity Assessment Bodies participate in appropriate proficiency testing programs and other comparative reviews, such as government to non-government mutual recognition agreements, so that confidence in their technical competence to undertake the required conformity assessment activities is maintained.

8. Each Party shall inform the other Party, in an expeditious manner, of any changes that affect a designated Conformity Assessment Body's technical competence or compliance with the relevant Stipulated Requirements.

Article 8: Verification, Suspension and Withdrawal of Conformity Assessment Bodies

1. The Parties shall ensure that their designated Conformity Assessment Bodies are available for verification of their technical competence and compliance with the relevant Stipulated Requirements.

2. Each Party retains the right to challenge a designated Conformity Assessment Body's technical competence and compliance with the relevant Stipulated Requirements. This right shall be exercised only in exceptional circumstances and where supported by relevant expert analysis or evidence. A Party shall exercise this right by notifying the other Party in writing. Such notification shall be accompanied by the supporting expert analysis or evidence.

3. Except in urgent circumstances, the Parties shall, prior to a challenge under paragraph 2, enter into consultations with a view to seeking a mutually satisfactory solution. In urgent circumstances, consultations shall take place immediately after the right to challenge has been exercised.

4. The consultations referred to in paragraph 3 shall be conducted expeditiously with a view to resolving all issues and seeking a mutually satisfactory solution within the time period specified in the relevant Sectoral Annex.

5. The Sectoral Annexes may provide for additional procedures, such as verification and time limits, to be followed in relation to a challenge.

6. Unless the Parties decide otherwise, the designation of the challenged designated Conformity Assessment Body shall be suspended by the relevant Designating Authority for the relevant scope of designation from the time its technical competence or compliance was challenged, until either:

- (a) the challenging Party is satisfied as to the competence and compliance of the Conformity Assessment Body; or
- (b) the designation of the Conformity Assessment Body has been withdrawn.

7. The results of conformity assessment activities, undertaken by a designated Conformity Assessment Body on or before the date of its suspension or withdrawal, shall

remain valid for acceptance for the purposes of Article 5.2 and Article 5.3 unless otherwise agreed by the Parties.

8. The Parties shall compare methods used to verify that the designated Conformity Assessment Bodies comply with the Stipulated Requirements.

PART III

Article 9: Application and Scope of this Part

1. The provisions of this Part shall apply to a specific sector only if the relevant Sectoral Annex so provides.

2. This Part applies to assessments of manufacturers of products specified in the relevant Sectoral Annexes carried out in the territories of the Parties regardless of the origin of those products unless otherwise stated in the relevant Sectoral Annex.

Article 10: Obligations of this Part

1. New Zealand shall accept the results of conformity assessment activities to demonstrate conformity of manufacturers with its Mandatory Requirements when the conformity assessment activities are undertaken by Inspection Services appointed by Singapore in accordance with this Agreement.

2. Singapore shall accept the results of conformity assessment activities to demonstrate conformity of manufacturers with its Mandatory Requirements when the conformity assessment activities are undertaken by Inspection Services appointed by New Zealand in accordance with this Agreement.

3. Each Party shall, in accordance with Article 2.4 of the TBT Agreement, use international standards, or the relevant parts of international standards, as the basis for its Mandatory Requirements, where applicable international standards exist or when their completion is imminent, except when such international standards or their relevant parts are ineffective or inappropriate.

PART IV

Article 11: Confidentiality

1. A Party shall not be required to disclose confidential proprietary information to the other Party except where such disclosure would be necessary for the Party to demonstrate the

competence of its designated Conformity Assessment Bodies and conformity with the relevant Stipulated Requirements.

2. A Party shall, in accordance with its applicable laws and regulations, protect the confidentiality of any proprietary information disclosed to it in connection with conformity assessment activities or designation procedures.

Article 12: Preservation of Regulatory Authority

1. Each Party retains all authority under its laws to interpret and implement its Mandatory Requirements.

2. This Agreement does not limit the authority of a Party to determine the level of protection it considers necessary with regard to health, safety and the environment.

3. This Agreement does not limit the authority of a Party to take all appropriate measures whenever it ascertains that products may not conform with its Mandatory Requirements. Such measures may include withdrawing products from the market, prohibiting their placement on the market, restricting their free movement, initiating a product recall, initiating legal proceedings or otherwise preventing the recurrence of such problems, including through a prohibition on imports. Parties may require the notification of such measures in the relevant Sectoral Annexes.

Article 13: Entry into Force and Duration

1. This Agreement shall enter into force on the first day of the second month following the date on which the Parties have exchanged notes confirming the completion of their respective procedures for the entry into force of this Agreement.

2. Either Party may terminate this Agreement in its entirety or any one or more of the Sectoral Annexes by giving the other Party six months' advance notice in writing. The confidentiality obligations in Article 11 shall remain binding on Parties after the termination of this Agreement.

3. Following termination of this Agreement or any Sectoral Annex, a Party shall continue to accept the results of conformity assessment activities performed by designated Conformity Assessment Bodies or Inspection Services prior to termination, unless that Party decides otherwise based on health, safety and environmental protection considerations.

Article 14: Final Provisions

1. Any amendment to this Agreement shall be by mutual agreement.

2. The Parties shall conclude Sectoral Annexes which shall provide the implementing arrangements for this Agreement.

3. Amendments to the Sectoral Annexes shall be agreed to by the Parties.

4. Where a Party changes its Mandatory Requirements for products covered by a Sectoral Annex, its obligations under Article 5.2, Article 5.3, Article 10.1 or Article 10.2, as applicable, shall extend to accepting the results of conformity assessment activities in relation to the changed Mandatory Requirements if these fall within the scope of activities for which the relevant Conformity Assessment Bodies have been designated or the relevant Inspection Services have been appointed in accordance with this Agreement.

IN WITNESS WHEREOF the undersigned, being duly authorised by their respective Governments, have signed this Agreement.

DONE at X this X day of X, in duplicate in the English Language.

FOR THE GOVERNMENT OF
NEW ZEALAND:

FOR THE GOVERNMENT OF
THE REPUBLIC OF SINGAPORE: