

	BANGLADESH STANDARDS AND TESTING INSTITUTION PRODUCT CERTIFICATION SCHEME		
	Issue No.: 02	Quality Manual - Appendix-A: Licensing Agreement	
Issue Date: 01.10.2014	Revision No. 04	Revision Date: 15.12.2021	Approved By: D (CM)

The Bangladesh Standards and testing Institution, hereinafter referred to as the certification body and represented in this matter hereby makes agreement for the certification of the product..... with....., hereinafter, referred to as the holder of certification of the said product. The details of the certification license are given below:

No.	Name of Product(s)	Standard Number(s)	Brand/Trade Name(s)	License Number(s)	Validity of License

(a) In order to hold and use of the licence, the licensee shall comply with the conditions of the agreement as follows:

Article 1: Regulations for certification and inspection

The stipulations of the General Rules for the certification system apply to this agreement specified as a **terms & conditions of license** for Product Certification Scheme.

1.1 The license holder shall make all necessary arrangements for the BSTI to check, inspect, investigation of complaints, to verify for compliance of all the license conditions given herein and in the STI and the participation of observers (if applicable).

1.2 When a part of the manufacturing/producing/processing/treating of product/commodity is subcontracted by the license holder, he shall be responsible to arrange with the subcontractor for the BSTI to check, inspect investigation of complaints, to verify for compliance of all the appropriate conditions given herein and in the STI and the participation of observers (if applicable).

1.3 A license may be suspended if the licensee has failed to provide reasonable facilities for inspection or testing and has contravened any provision of either the Ordinance, Regulations.

1.4 If the manufacture of a product has ceased continuously for a period of six months, the BSTI shall be notified and the mark shall be suspended. The manufacturing operation shall be reassessed by the BSTI before approval is granted to reuse the mark.

1.5 A license shall be revoked if more than two suspensions for the same or similar deficiencies occur within a period of two years.

1.6 Application of renew will be made by the client three month before the expiry of the license otherwise it will be automatically dreamed as cancelled.

Article 2: Rights and obligation

2.1 The holder of the license agrees that the certified products manufactured and supplied by him as specified in the license attached to this agreement complies with the requirements

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stated in the BDS and Scheme of Testing & Inspection and other provisions of the Products Certification Scheme as published in the [BSTI regulations 2022](#).

Accordingly, the Bangladesh Standards and Testing Institution (BSTI) authorizes the holder of the license to use the BSTI certification mark on the products to which the license applies and to announce publicly that certification has been received.

2.2 The holder of the license of the product agrees that the persons representing BSTI will have unobstructed access without prior notification to the premises of the factory covered by the license during the normal working hours of the factory involved, including equipment, personnel, storage areas and the premises of any subcontractors of the holder of the license whose operations are covered within scope of the license.

2.3 The holder of the license agrees that the products for which the license is granted will be produced to the same specifications as the sample that has been submitted to BSTI (as specified in the application form for product certification).

2.4 The holder of the license agrees to apply the mark on the product labels that has been registered with the BSTI as per the instructions on the Use of the Logo as given in the Article 10.

2.5 The holder of the license agrees to implement changes communicated by BSTI in relation to the Certification scheme policy and procedures, BDS, STI within the specified time frame.

2.6 When requested by other parties the license holder shall provide the BSTI license in full without any changes.

Article 3: Responsibilities of BSTI

3.1 BSTI ensure that all information and changes relevant to the Certification scheme policy and procedures, BDS, STI, fee structure shall be provided in a timely manner to the holder of a license.

3.2 BSTI shall provide on request relevant information relating to scope of Certification and Validity of license in response to any query from any party.

3.3 If any STI is revised the revised STI is sent to the licensee. The surveillance schedule of that company may be changed to assess the compliance of the revised STI.

Article 4: Surveillance

4.1 BSTI carries out continuing surveillance on the holder of the certification to determine compliance with his obligations, in accordance with the conditions stated in the Bangladesh standards, Scheme of Testing & Inspection and General Conditions of License for Product Certification Scheme.

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4.2 The surveillance is carried out by the staff of BSTI. The cost of the samples and cost of testing of the samples shall be borne by the licensee on submission of invoices/bill and test reports by the BSTI.

4.3 Surveillance of products on the requirements of the relevant standard as given in the STI shall be undertaken by BSTI.

4.4 The testing of the samples taken from factory or market is carried out minimum twice a year or as required by sample failures or consumer complaints. The licensee shall be informed of the results of the surveillance.

Article 5: Complaints

The holder of the licensee agrees to upon request by BSTI to keep records of all complaints received and action taken relative to the products and report to BSTI of any complaints regarding those aspects of the products covered by the license.

Article 6: Publicity

6.1 The holder of the license has the right to publish that he has been authorized to mark the products to which the license applies.

6.2 The holder of the license shall make claims of Certification only for the products, Process and Services which are covered within the scope of the license and shall not make any misleading claims or convey the impression that other types or grades of the products, Process and Services are covered under Certification.

6.3 Among other methods the BSTI gives publicity to the certification given to the licensee in news papers, radio and television etc. and cancellation of the agreement, as appropriate.

Article 7: Confidentiality


The BSTI is committed for ensuring maintenance of confidentiality by its employees concerning all proprietary information of the holder of the license, with which they become acquainted during performance of various certification activities, or received from any other sources. However BSTI shall submit any confidential information of the holder of the license if required by any legal authority, under intimation to the holder of the license.

Article 8: Payment

The holder of the licence agrees to pay for all expenses in relation to the surveillance, including test, inspection and administration costs.

Article 9: Agreement period

9.1 This agreement shall continue in force unless and until withdrawn for justified reasons or cancelled by either party upon due notice given to the other party.

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9.2 The validity of the license is for a three year period, and can be extended provided all the conditions are satisfied.

9.3 When the holder of the license ceases his operation, he shall notify BSTI in writing within thirty days from the date of cessation thereof.

Article 10: The Use of BSTI Product Certification Marks Logo

10.1 The certification marks logo issued by BSTI shall be used only by a client that has received a product in conjunction with a valid certification licence from BSTI.

10.2 The logo should be applied together with number of the Standard and brand name or trade mark mentioned in the license.

10.3 The product certification logo should be applied on the product itself, product label, container or primary product packaging.

10.4 The product certification logo can be used with the accreditation mark of the BSTI Product certification scheme. The accreditation mark must only be used in conjunction with the BSTI product certification logo.

10.5 The product certification logo should not be used on products not included in the scope of certification or in any misleading manner.

10.6 The mark not to be used in connection with non certified products including the use in

- (a) Advertisements or promotional brochure
- (b) Client's stationary
- (c) Business cards
- (d) Client's Website

10.7 The product certification logo should not be applied to laboratory test, calibration or inspection reports,

10.8 The logo master can be obtained from BSTI Certification Marks Wing office.

10.9 Electronic reproduction of the logo master is permitted.

10.10 Redrawn approximations of the logo are not allowed.

10.11 Licensee to immediately discontinue the use of the mark in event that the certification is suspended or revoked.

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Article 11: Suspension/Withdrawal/Cancellation of the license

11.1 BSTI shall suspend or withdraw/cancel the license in case it is satisfied that the product under certification does not conform to the relevant BDS, or the license holder has violated any of terms and conditions of the certification scheme. Depending on the reason for the withdrawal/cancellation the following schedule of notice will be followed by BSTI:

Situation requiring the dispatch of notice that can lead to suspension/withdrawal/cancellation	Days of notice prior to suspension	Days of notice prior to withdrawal/cancellation of license/cancellation of certification decision
a) Non-conformance with the standards that is considered hazardous to public health and life	immediate	30 days period prior to 6 months of suspension
b) Failure to meet other non-conformance with the standards	≤ 45 days	30 days period prior to 6 months of suspension
c) Non-payment of fees according to article 8	-	20 days period prior to the date of expiry or 60 days from the date of certification decision
d) Not providing facilities for inspection, or failed to comply with any other conditions of the license or does not take action.	≤30 days	15 days period prior to 3 months of suspension
e) Failure to meet other provisions of the agreement or/and commitment or failed to comply with any conditions of the license	≤30 days	30 days period prior to 6 months of suspension
f) Non-compliance with new requirements in relation to revision of standards or STI or any technical document of BSTI	as specified by BSTI or ≤120 days	15 days period prior to 2 months of suspension.
g) Non-compliance with new requirements of any law	-	≤60 days period prior to the date of cancellation decision
h) Involving marking of variety which is not covered in the license	-	15 days period prior to the date of cancellation decision

11.2 Advice of cancellation shall be sent by registered letter (or equivalent means) to the other party, stating the reasons and the date of Termination of the agreement.

11.3 Upon receipt of intimation of cancellations/withdrawals of license, the erstwhile holder of the license shall stop the use of BSTI marks and any other claims of Certification with immediate effect and destroy all stationary, labels, dies etc which has been used for marking the products and confirmed the same in writing to BSTI within 15 days of receipt of intimation.

11.4 Similar action shall be followed when the holder of the license voluntarily surrenders the license or allows the license to expire. The original license shall be returned to BSTI.

Article 12: Information on modifications

12.1 The holder of the license agrees to inform the BSTI of any intended modification in the product, Brand, the manufacturing processes, management and technical personnel, manufacturing locations, plant, machineries, quality assurance system or the quality control

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setup and ownership of the company which may affect the compliance of the product. In such cases the licensee shall not release marked products resulting from such changes until the BSTI has notified the licensee accordingly.

12.2 If the requirements applying to the products covered by this agreement are modified, BSTI shall immediately inform the holder of the licence by registered letter (or equivalent means), stating at what date the modified requirements will become effective, and advising him of any need for a supplementary examination of the products which are subject to this agreement.

12.3 Within a specified period of time after receipt of the advice described in paragraph.11.1, the holder of the licence shall inform BSTI by registered letter (or equivalent means) whether he is prepared to accept the modifications. If the holder of the licence gives confirmation within the specified period of his acceptance of the modification and provided the result of any supplementary examination is favorable, a supplementary licence will be issued or other modifications of the BSTI's records.

12.4 If the holder of the licence advises the BSTI that he is not prepared to accept the modification within the time specified in accordance with 11.2 or if he allows the terms for acceptance to lapse, or if the result of any supplementary examination is not favorable, the licence covering the particular product shall cease to be valid on the date on which the modified specifications become effective, unless otherwise decided by the BSTI.

Article 13: Liability

BSTI is an autonomous body under the ministry of industries government of the People's Republic of Bangladesh. Clients under the product certification activities of BSTI are bound to take the whole liabilities for any kind of inconvenience by the legal requirements of Bangladesh.

Article 14: Appeals

All disputes that may arise in connection with this agreement are to be settled in accordance with the appeal procedures of the BSTI.

In case the matter cannot be resolved, both parties are entitled to seek legal recourse through competent courts.

Issued in duplicate and signed by an authorized representative of the Bangladesh Standards and Testing Institution and the applicant.

For the certification body:
 Date.....
 Director (Certification Marking)
 Bangladesh Standards and Testing Institution
 (Seal and signed)

For the applicant:
 Date.....
 Company Representative
 (Seal and signed)