

BSM/BSI Amendment Agreement

The BUREAU OF STANDARDS, METROLOGY AND INSPECTION (BSMI) and the BRITISH STANDARDS INSTITUTION (BSI), hereby agree to amend the former name in the following original Agreement which the parties concluded before.

IMPLEMENTATION AGREEMENT dated October 1992.

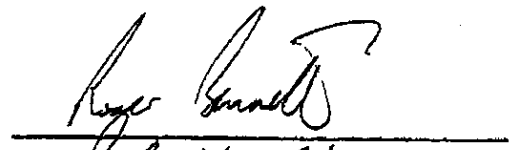
IN THE WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in duplicated to become effective on the date of signature by their representatives.

For the Bureau of Standards,  
Metrology and Inspection (BSMI)

For British Standards Institution (BSI)



Chen Tso-Chen  
Director General

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Group Regulatory Policy Manager

Date March 12, 1999

Date: 14 April 1999

IMPLEMENTATION AGREEMENT

BETWEEN BRITISH STANDARDS INSTITUTION

AND

BUREAU OF COMMODITY INSPECTION AND QUARANTINE

This Agreement is made on the twenty-ninth day of October 1992

I BRITISH STANDARDS INSTITUTION, a non-profit distributing body, incorporated by Royal Charter, hereinafter referred to as BSI, whose principal office is situated at 2 Park Street, London W1A 2BS, but whose address for the service of documents under this Agreement is BSI Quality Assurance, PO Box 375, Milton Keynes MK14 6LL.

AND

II BUREAU OF COMMODITY INSPECTION AND QUARANTINE, a government authorised certification body under the supervision of the Ministry of Economic Affairs, R.O.C., hereinafter referred to as BCIQ, whose head office is situated at No. 4, Chinan Road, Sec 1, Taipei, Taiwan.

#### RECITALS

- A A Memorandum of Understanding (MoU) was signed between BSI and BCIQ on 4 November 1991 to facilitate the process of assessing quality assurance systems according to ISO 9000 or equivalent Standards for companies seeking registration primarily in but not limited to the United Kingdom and Taiwan.
- B BSI and BCIQ wish to implement the provisions of the MoU for assessment of companies in accordance with the terms and conditions set out herein.

#### OPERATIVE PROVISIONS

##### 1 SCOPE

- 1.1 BSI will offer its services to assess companies' quality assurance systems primarily but not limited to the United Kingdom companies in the Areas as described in Appendix 1.
- 1.2 BCIQ will offer its services to assess companies' quality assurance systems primarily but not limited to Taiwanese companies in areas as described in Appendix 1.
- 1.3 Either party may provide assessment services to any company from either Taiwan or the United Kingdom if the said company specifically applies for registration with the respective organisation.
- 1.4 Except as provided for above, the party located in the same country as the company shall be the primary contact for all communications and contact the company (The 'Primary Contact'). For companies outside United Kingdom and Taiwan, the Primary Contact shall be decided by mutual agreement.

## 2 ASSESSMENT SERVICES

- 2.1 For the purpose of this Agreement, assessment services shall mean the audit and evaluation of a company's quality assurance system in accordance with the requirements of the ISO 9000 or comparable standards, leading to the award of registration by either or both parties.
- 2.2 BSI and BCIQ agree to accept the evaluation and assessment reports of the other party provided always that either party reserves the right to provide comments (if any) or request for additional information before accepting any evaluation or assessment reports submitted by the other party.

## 3 APPLICATIONS/QUESTIONNAIRE

- 3.1 All Taiwanese companies seeking BSI Registration through BCIQ shall complete the BSI application/questionnaire. BCIQ shall forward all completed BSI applications/questionnaires to BSI for evaluation within a reasonable time.
- 3.2 All United Kingdom companies seeking BCIQ Registration through BSI shall complete the BCIQ application/questionnaire. BSI shall forward all completed BCIQ applications/questionnaires to BCIQ for evaluation within a reasonable time.
- 3.3 In forwarding the application/questionnaire, the Primary Contact shall inform the other party of the names of assessors for performing the assessment services and the schedule, in man days, for the assessment.

## 4 FEES/AGREEMENT TO PROCEED

- 4.1 Within a reasonable time after the completion of evaluation of the application/questionnaire, either BSI or BCIQ, as the case may be, shall confirm current fees to the other party. The confirmation shall set out all the relevant fees payable by the Taiwanese or United Kingdom companies, as the case may be. All relevant fees shall be in the money of the country of the Primary Contact (The 'Relevant Currency') and net of all withholding taxes, sales taxes and any other local taxes. The exception to this shall be where the application is in respect of BSI registration where the fees shall be paid in £ sterling directly to BSI.
- 4.2 In those cases where assessment services are to be provided by both BSI and BCIQ, ie joint assessment teams, a quotation shall be provided by BSI or BCIQ as the case may be to the Primary Contact. This quotation shall cover all costs in providing assessment services to the Primary Contact.
- 4.3 Confirmation of the current fees and/or a quotation for assessment services shall be taken as agreement that the arrangements for the assessment can proceed.

**5 PAYMENTS**

- 5.1 Any relevant fees payable by the companies shall be paid by the companies to the Primary Contact in the Relevant Currency.
- 5.2 The Primary Contact agrees to pay all fees to the other party within 30 days of receipt from the companies and all payments shall be net of all taxes and duties and in the Relevant Currency.
- 5.3 The exception to the above shall be where the application is in respect of BSI registration where the fees shall be paid in £ sterling directly to BSI.

**6 AWARD**

- 6.1 Both BSI and BCIQ undertake to issue the relevant Certificate of Registration after acceptance of the satisfactory completion of the assessments of quality assurance system of the companies within a reasonable time.

**7 OBLIGATIONS**

Both BSI and BCIQ undertake during the subsistence of this Agreement to:

- 7.1 perform their obligations under the Agreement in a reasonably competent manner and in accordance with current international practices for certification bodies, such as EN 45012;
- 7.2 employ suitably qualified staff for the carrying out of their obligations under this Agreement efficiently and use all reasonable efforts to maintain and improve the standards of their staff. Sub-contractors will not be used without prior written consent of the other party;
- 7.3 supply each other with the particulars and curriculum vitae of assessors conducting assessment services;
- 7.4 keep each other informed of any organisational or major management changes which are likely to affect the performance of this Agreement;
- 7.5 keep full and proper records of all matters arising herein including questionnaire from manufacturers, quotations, evaluation reports and awards and to supply to the other party such documents at their request.

**8 SUPERVISORY VISITS**

BSI and BCIQ may visit the other party to ensure proper performance of this Agreement and the ability to perform. The visiting party undertakes to give reasonable notice of its visit.

**AMENDED : 15 Dec 1992**

9 CONTINUOUS ASSESSMENTS/ROUTINE ASSESSMENTS

The provisions of this Agreement shall cover both the pre-award system assessments and subsequent continuous assessments (routine assessment) audits.

10 PROMOTION

Either party may use the name, mark or symbol of the other party for the promotion of this Agreement provided that the promotional material has been approved in general terms by the other party and on the strict basis that such use shall not give any title or interest in the name, mark or symbol.

11 CONFIDENTIALITY

11.1 Each party shall keep confidential and shall not use, except for the purposes of this Agreement, any information regarding the other party or its clients other than that which is in the public domain, except with prior consent in writing from the other party.

11.2 All representatives of either party and anyone with access to information in respect of services to be carried out under this Agreement shall have signed an individual undertaking of confidentiality in a form approved in writing by the other party, evidence of the undertaking will be produced on request.

12 COMMENCEMENT AND TERMINATION

12.1 This Agreement shall commence on the date it is made and shall continue until terminated by six months' written notice.

12.2 This Agreement may also be terminated forthwith if at any time:

12.2.1 Either party commits any breach of this Agreement which breach (if capable of remedy) shall not be remedied within thirty days of the receipt of a notice specifying the breach and calling upon the other party to remedy it;

12.2.2 Either party shall go into liquidation (not being a voluntary liquidation, for the purpose only of a bona fide reconstruction or amalgamation) or shall enter into any composition or arrangement with its creditors or a receiver of its assets shall be appointed;

12.2.3 Termination of this Agreement shall not be construed as a waiver in respect of either party of its rights, claims (including claims for damages) or obligations that have accrued up to and including the date of termination.

13 ARBITRATION

Both parties undertake to use all reasonable efforts to resolve all disputes arising from this Agreement in discussion. In the event that the dispute cannot be resolved amicably, it shall be referred to a single arbitrator to be jointly appointed by both parties.

14 NO AGENCY OR PARTNERSHIP

14.1 Except as provided herein, nothing in this Agreement shall be construed as appointment of agent of one party by the other and neither party has the authority to act as agent for the other party in any other matters except as specifically authorised in writing.

14.2 This Agreement shall not be deemed to be a partnership agreement.

15 ENTIRE AGREEMENT

This Agreement is a full implementation of the Memorandum of Understanding (MoU) signed on 4 November 1991, supersedes any earlier Agreements and constitutes the entire agreement between the parties except for any later amendments or additions in writing signed by other parties and annexed to this Agreement.

16 APPLICABLE LAW

This Agreement shall be governed by English Law and R.O.C Law respectively.

SIGNED:

On behalf of BSI

by: Mr J E Ware  
Managing Director  
Quality Assurance Division  
British Standards Institution

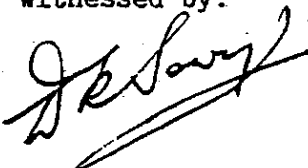
Signed  .....

On behalf of BCIQ

by: Mr. Y. C. Huang  
Director General  
Bureau of Commodity  
Inspection & Quarantine

Signed  .....

Witnessed by:



For the purpose of this Agreement:

1. Scope of Manufacturing Areas for Quality System Assessment by BCIQ as Authorised by the Ministry of Economic Affairs:

Industries

- i Mechanical
- ii Electrical
- iii Electronic
- iv Food\*
- v Textile\*
- vi Other industries covering the following products:
  - a) plastics and articles thereof
  - b) toys
  - c) sports requisites\*
  - d) glasses
  - e) umbrellas\*
  - f) ceramic products
  - g) glass and articles thereof
  - h) cement and articles thereof\*
  - i) chemical products\*
  - j) pigment (paint)\*
  - k) footwear\*
  - l) rubber tyres\*

NB \*Applications in these areas will be subject to special treatment allowing BSI the opportunity to send observers on assessments.

2. the areas in respect of which assessment services are to be provided by BSI shall mean all areas which BSI has been accredited to provide assessment services by the National Accreditation Council for Certification Bodies of the United Kingdom;
3. the above areas may be amended by mutual agreement of both parties.



經濟部商品檢驗局暨英國標準協會

ISO 9000 品保制度相互認證協議書

本協議書訂定於一九九二年十月二十九日。

I 英國標準協會（以下簡稱 BSI），為依據英國皇家憲章成立之非利益分配機構，主要辦公地址為 2 Park Street, London W1A 2BS，但本協議書下文書業務來往之地址為 BSI 品保部，P. O. Box 375, Milton Keynes MK14 6LL

與

II 商品檢驗局（以下簡稱 BCIQ），為政府授權之驗證機構，隸屬經濟部，總局位於台北市濟南路一段四號

前言

A BSI 及 BCIQ 於一九九一年十一月四日簽署一份協議備忘錄 (MOU) 以便利依據 ISO 9000 或同等之標準，為主要在英國及台灣，但不限於此兩地區尋求登錄之廠商，評鑑其品保制度之過程。

B BSI 及 BCIQ 希望依據本協議書履行該項協議備忘錄。

執行條款

1. 範圍

1.1 BSI 將就附錄一 所列之領域提供服務，評鑑英國公司為主但不限於英國公司之品保制度。

1.2 BCIQ 將就附表一 所列之領域提供服務，評鑑以台灣之公司為主但不限於台灣公司之品保制度。

1.3 任一方可提供評鑑服務給台灣或英國之任何公司，若該公司特別向其申請登錄。

1.4 除非上述規定，公司所在國之一方將為所有通訊之主要聯絡方，負責聯絡該公司。對於英國及台灣以外之公司，主要聯絡方則由雙方議定。

## 2. 評鑑服務

- 2.1 本協議書之評鑑服務指依據ISO 9000或同等之標準稽核及評估公司之品保制度，通過者由一方或雙方予以登錄。
- 2.2 BSI 與BCIQ同意接受對方之評估及評鑑報告，但任一方於接受對方之評估及評鑑報告前，有權提供意見或要求額外資料。

## 3. 申請書／問卷

- 3.1 所有透過BCIQ尋求BSI 登錄之台灣公司須填具BSI 申請書／問卷。BCIQ須於合理期間內將所有填好之BSI 申請書／問卷寄給BSI 評估。
- 3.2 所有透過BSI 尋求BCIQ登錄之英國公司須填具BCIQ申請書／問卷。BSI 須於合理期間內將所有填好之BCIQ 申請書／問卷寄給BCIQ評估。
- 3.3 主要聯絡方寄申請表／問卷時，須通知對方執行評鑑之評鑑人員姓名及評鑑預定計畫表，以人天計。

## 4. 費用／同意進行

- 4.1 依照個案，BSI 或BCIQ於合理期間內完成申請書／問卷之評估後，須向對方確認現行之收費，其中列出台灣公司或英國公司應付的所有相關費用。所有相關費用以主要聯絡方所在國之貨幣計（“相關貨幣”），且為扣除所有扣稅、交易稅及其他地方稅之淨利。
- 4.2 若評鑑服務由BSI 與BCIQ共同提供，亦即由聯合評鑑小組執行，依照個案，BSI 或BCIQ須報價給主要聯絡方。此項報價包括提供服務給主要聯絡方之費用。
- 4.3 現行收費及／或評鑑服務報價之確認代表同意進行評鑑安排。

## 5. 付款

- 5.1 任何應由公司支付的所有相關費用須由公司以相關貨幣付給主要聯絡方。
- 5.2 主要聯絡方同意於收到公司支付款項三十天內付款給對方，所有付款為扣除所有課稅之淨利且以相關貨幣計。

## 6. 頒證

BSI 及BCIQ同意於接受通過品保制度公司之評鑑結果後合理期間內頒發登錄證書。

## 7. 義務

BSI 及BCIQ約定於本協議書有效期間：

- 7.1 在本協議書下，依據現今驗證機構之國際慣例，如EN 45012標準，勝任履行其義務。
- 7.2 運用合格適任之職員以有效執行本協議書下之義務，並盡所有應盡之努力以維持及提高職員之水準。除非獲得對方書面之同意，將不用代施機構。
- 7.3 提供對方關於執行評鑑之評鑑員的詳細資料及履歷。
- 7.4 通知對方任何可能影響本協議書執行之組織或管理上主要之改變。
- 7.5 完整及妥善的記錄本協議書衍生之所有事宜，包括廠商之問卷、報價、評鑑報告及頒證，且於對方要求時，提供此類文件給對方。

## 8. 監督訪問

BSI 及BCIQ可訪察對方機構以確保對方適當執行本協議書及執行之能力水準。訪察的一方擔保於來訪前給對方合理通知。

## 9. 後續評鑑 / 例行評鑑

本協議書之條款涵蓋發證前之品保制度評鑑與後續評鑑（例行評鑑）稽核。

## 10. 宣導推廣

任一方可用對方機構之名稱、標誌或代號宣導推廣本協議書有關工作，如果該宣導資料事先經對方大致核可，且其使用不涉及任何特殊利益或名位。

## 11. 機密性

11.1 任一方對於任何關於對方或其客戶非公開之資料，應予保密，除非為本協議並得到對方事先書面之同意，不得使用此類資料。

11.2 所有任一方之代表及任何可取得本協議下執行服務之資料者，須各自先簽署一份保密具結書，其表格經對方書面之同意。對方要求時，應提出此項具結之證明。

## 12. 生效與終止

12.1 本協議書自立約日起生效，直到以六個月之書面通知終止。

12.2 如果任何時候有下列情形發生，本協議書也可立即終止。

12.2.1 任一方違反本協議書，且（若能補救）於接到對方通知違約及要求補救之三十天內未能補救；

12.2.2 任一方破產（非基於良性改組或合併之自願性破產），或與其債權人達成任何和解或安排，或其資產之接收人將被指定。

12.2.3 本協議之終止不表示減除任一方於本協議書生效至終止日所產生之權利、要求（包括損害賠償之要求）或義務。

### 13. 仲裁

雙方擔保盡所有合理之努力以解決所有因本協議書而起之爭議。如果未能和解則提交雙方聯合指定之一位仲裁者處理。

### 14. 非代理或合夥

14.1 除非在此訂定，本協議書中任何部分不得解釋為由一方指定對方為代理。任何一方皆無權在特別書面授權以外之事情上作對方之代理。

14.2 本協議書不得視為合夥協議。

### 15. 整體協議書

本協議書全面施行一九九一年十一月四日所簽之協議備忘錄，取代任何先前之協議書，且構成雙方間全部之協議，除非雙方以後另外簽署書面之增修條文附於本協議後。

### 16. 適用之法律

本協議書個別受制於英國法律及中華民國法律。

簽署人：

代表英國標準協會

Mr. J. E. Ware  
Managing Director  
品保部  
英國標準協會

代表商品檢驗局

.....  
Mr. Y. C. Huang  
局長  
商品檢驗局

證人：Mr. D. K. Sawyer

.....

為本協議書特訂：

1 商品檢驗局依照經濟部授權執行品質制度評鑑之製造業範圍如下：

工業類別

I 機械

II 電氣

III 電子

IV 食品

V 紡織

VI 其他：

(a) 塑膠及其製品

(b) 玩具

(c) 運動用品\*

(d) 眼鏡

(e) 雨傘\*

(f) 陶器產品

(g) 玻璃及其製品

(h) 水泥及其製品\*

(i) 化學產品\*

(j) 顏料\*

(k) 鞋\*

(l) 橡膠輪胎\*

註：標以“\*”之製造業申請案件以特別方式處理，容許BSI於評鑑時派觀察員。

2. BSI提供評鑑服務之領域為所有BSI經英國國家驗證機構認可委員會所認證之領域。

3. 以上領域可由雙方同意而修訂。