

法規名稱：MEMORANDUM OF UNDERSTANDING relating to the mutual recognition of management system certificates between THE BUREAU OF STANDARDS, METROLOGY AND INSPECTION and SWISS ASSOCIATION FOR QUALITY AND MANAGEMENT SYSTEMS

簽訂日期：民國 91 年 08 月 29 日

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PREAMB

The Bureau of Standards, Metrology and Inspection (BSMI) under the jurisdiction of the Ministry of Economic Affairs, having its address at 4 Chinan Road, Section 1, Taipei, 100, Taiwan, Republic of China, and Swiss Association for Quality and Management Systems (SQS), incorporated under the laws of Switzerland and having its address at Bernstrasse 103, P.O. Box 686, CH-3052 Zollikofen, Switzerland. The parties both conduct assessments of clients' quality management systems and register such systems in accordance with international standards and requirements. The parties recognize the need to effectively respond to requests for registration of quality management systems and to minimize the costs and burdens on clients requesting such registration. This MoU outlines the arrangements between BSMI and SQS to facilitate the process of assessing and registering quality management systems.

1.0 PURPOSE

1.1 This MoU is to provide a mechanism whereby BSMI and SQS will cooperate to respond efficiently to requests for registration and to minimize costs and burdens on clients in the assessments and registration of quality management systems according to the International Organization for Standardization's ISO 9001:2000 standard and other comparable standards such as SN EN ISO 9001:2000, CNS 12681, etc.

2.0 SCOPE

2.1 Both BSMI and SQS intend to offer their services to evaluate and register client's quality management systems.

2.2 This MoU applies to the following situations:

- 1) Clients seeking registration of their quality management systems from both parties.
 - 2) Quality management systems first registered by one party to this MoU may be recognized for joint registration by the other party subject to reasonable verification and investigation of the particular registration conducted pursuant to this MoU.
- 2.3 A client should apply for registration to the party located in the same country as the client. This party shall be the Primary Registrar and shall be responsible for the assessment and surveillance. The other party may send its personnel to participate in the assessment and surveillance as observer in order to understand the on-site operation. Both parties agree that within the respectation of legal requirements it is finally at the discretion of the client to choose the Primary Registrar and the respective audit programme.
- 2.4 If a client with a global certification programme chooses the SQS as Primary Registrar and one of its sites is located in Taiwan, the BSMI, or an audit team composed of auditors from both the SQS and the BSMI shall be responsible for the assessment and surveillance audit.
- 2.5 Upon successful completion of an assessment, the party performing the assessment shall share the results of its work with the other party for the purpose of the other party issuing its certificate of registration. Each party reserves the right to comment or request additional information before accepting the results of the other's assessment.
- 3.0 REQUIREMENTS
- 3.1 TRAINING AND QUALIFICATIONS
- 3.1.1 Lead Assessors and Assessors must meet the minimum criteria in accordance with currently accepted practices and guidelines as followed by other qualified Registrars and other international standards and practices.
- 3.2 JOINT APPLICATION PROCEDURES
- 3.2.1 Separate applications and initial information data will be



required for the BSMI and SQS registration programs. Either party may accept applications and initial information forms on the other's behalf, provided such information is necessary and in accordance with both parties' registration programs.

3.2.2 A client seeking registration must submit documents describing its quality to the Primary Registrar.

3.2.3 The Lead Assessor of the assessment team will schedule the visit with the client seeking registration at a time mutually convenient for the client and the assessment team. The Lead Assessor will also be responsible for the coordination of arrangements, paperwork, etc., between the parties. All such arrangements must be mutually acceptable to each party.

3.2.4 Each party shall have the right to conduct the necessary verification and investigation for its registration and shall have the right to determine the process relating to its registration.

3.3 CERTIFICATES

3.3.1 Each party will be responsible for issuance and control of its certificate of registration.

3.3.2 In the event that joint registration is in effect, each party agrees to notify the other if the client's use of display of the other's certificate of registration and mark (s) is improper.

3.4 SURVEILLANCE VISITS

3.4.1 Follow-up visits shall be conducted by the Primary Registrar, except in cases relating to clause 2.4.

3.4.2 In the event of joint registration, routine follow-up visits will be regularly scheduled and conducted annually.

3.5 FINANCIAL CONSIDERATIONS

3.5.1 Each party will independently determine and administer its program of financial charges associated with assessment and registration. Accordingly, each party shall separately invoice the client seeking registration, for its charges



for the assessment and registration. Each party shall bear its own costs and expenses incurred in the assessment and registration.

3.6 INDEMNIFICATION

3.6.1 BSMI shall indemnify and hold harmless SQS, its successors and assignees, directors, officers, agents and employees against in respect of any and all damages, claims, losses, liabilities, expenses, fines, penalties or suits of whatever nature, from third parties which may, solely by an act or omission of BSMI's, arise as a causal consequence out of: (i) any breach or violation of this MoU by BSMI; (ii) any negligent, fraudulent, defective or delayed performance of BSMI's obligations under this MoU; and (iii) any negligent or willful misrepresentation in any certificate of document delivered in conjunction with this MoU by BSMI which is not caused by SQS. Said indemnification also shall include all legal fees and defense expenses incurred by the indemnitee unless otherwise specified herein.

3.6.2 SQS shall indemnify and hold harmless BSMI, its successors and assignees, officers, agents and employees and ROC government and the employees of ROC government, against in respect of any and all damages, claims, losses, liabilities, expenses, fines, penalties or suits of whatever nature from third parties which may, solely by an act or omission of SQS's, arise as a causal consequence out of: (i) any breach or violation of this MoU by SQS; (ii) any negligent, fraudulent, defective or delayed performance of SQS's obligations under this MoU; and (iii) any negligent or wilful misrepresentation in any certificate of document delivered in conjunction with this MoU by SQS which is not caused by BSMI. Said indemnification also shall include all legal fees and defense expenses incurred by the indemnitee unless otherwise specified herein.

3.7 ADVERTISING

3.7.1 It is not intended by this MoU that (a) BSMI be or refer



to itself as a SQS "accredited" party or any similar description or (b) SQS be or refer to itself as a BSMI "accredited" party or any other similar description. Neither party shall refer to or use the other's name or Mark in any advertising orally or in written materials without the other's prior written consent.

3.8 AGENCY NOT CREATED

3.8.1 Neither party is authorized by this MoU to incur obligations on behalf of the other party or to bind the other party in any respect.

3.9 INDEPENDENT ORGANIZATION

3.9.1 BSMI and SQS are independent organizations not affiliated with nor influenced or controlled by customers in any manner, which might affect their capacity to render assessments and registrations objectively and without bias. Specifically, they comply with all of the following:

- (A) No managerial affiliation with customers.
- (B) Results of their work accrue no financial benefits to any customers, via stock ownership or the like.
- (C) Sufficient breadth of interest or activity that the loss or award of a specific contract to assess a customer's quality management system with the applicable standard would not be a determinative factor in its financial well-being.
- (D) Employment security status of its personnel is free of influence or control of customers.

4.0 GOVERNING LAW AND JURISDICTION

4.0.1 The parties hereto shall strive to settle any disputes amicably between themselves. Any controversy or claim arising under, out of, in connection with or relating to this MoU which cannot be settled amicably shall be subject to the jurisdiction of the Taipei District Court, governed according to the Republic of China's legislation, in case that the suit is instituted by SQS and subject to the jurisdiction of Swiss District Court governed according to S-



wiss legislation, in case that the suit is instituted by BSMI.

5.0 GENERAL

- 5.0.1 Both parties will provide the public with non-proprietary information about quality management registration programs and answer general questions.
- 5.0.2 Both parties will furnish the other with all necessary information reasonably required to ensure the effectiveness of this MoU. Each party will refrain, without the client's prior authorization in writing, from voluntarily disclosing to third parties secret information, which is obtained, by BSMI or SQS in confidence from the client.
- 5.0.3 In the event where either party does not adhere to any of the items stated in this MoU, the other party shall bring it to the attention of the other for corrective action.
- 5.0.4 This MoU, written in duplicate in the English language, shall come into effect upon signing by both parties and shall remain effective until a notice of termination is given by either party. Termination of this MoU shall be by written notice at least 90 days prior to the effective date of termination.

Signed for and on behalf of	Signed for and on behalf of
Bureau of Standards, Metrology	SWISS ASSOCIATION FOR QUALITY
and Inspection (BSMI)	AND MANAGEMENT SYSTEMS (SQS)

Neng-Jong Lin
Director General

Prof. Dr. H.D. Seghezzi
PRESIDENT



T. Zahner

MANAGING DIRECTOR

DATE

DATE