

法規名稱：MEMORANDUM OF UNDERSTANDING BETWEEN THE BUREAU OF STANDARDS, METROLOGY AND INSPECTION (BSMI) AND JAPAN ELECTRICAL SAFETY & ENVIRONMENT TECHNOLOGY LABORATORIES (JET)

簽訂日期：民國 91 年 08 月 15 日

生效日期：民國 91 年 08 月 15 日

PREAMBLE

This Memorandum of Understanding, made as of (month,date,year), by and between 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 Japan Electrical Safety & Environment Technology Laboratories (JET), a juridical entity organized as the not-for-profit foundation under the laws of Japan having its principal place of business at 5-14-12 Yoyogi Shibuya-Ku Tokyo 151-8545 Japan. 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 JET 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 JET 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 latest ISO 9001 standard and other comparable standards such as JISQ9001, CNS 12681, etc. When applicable version of those standards is changed, both parties shall agree to set up the grace period which is internationally recognized for the application of a new version.

2.0 SCOPE

2.1 Both BSMI and JET 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 after confirming the written consent from the other party.

- 2.4 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 JET 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 management systems 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 shall 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 Regist-

rar.

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

3.5 FINANCIAL CONSIDERATIONS

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 JET, 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 JET. Said indemnification also shall include all legal fees and defense expenses incurred by the indemnitee unless otherwise specified herein.
- 3.6.2 JET 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 JET's, arise as a causal consequence out of: (i) any breach or violation of this MOU by JET; (ii) any negligent, fraudulent, defective, or delayed performance of JET's obligations under this MOU; and (iii) any negligent or willful misrepresentation in any certificate of document delivered in conjunction with this MOU by JET 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.
- 3.6.3 Upon obtaining knowledge of facts which, in JET's or BSMI's (as applicable, the "indemnitee") sole discretion, are determined to be sufficient to justify a claim for indemnification under this MOU, BSMI or JET (the "indemnitee"), shall promptly notify the other party (the "indemnitor") in writing of any damage, claim, loss, liability, expense, fine, penalty or suit which the indemnitee has determined has given or could give rise to a claim under 3.6.1 or 3.

6.2 above (such written notice being a "Notice of Claim")
. A Notice of Claim shall specify, in reasonable detail, the nature of any such claims, and all facts relevant thereto, giving rise to a claim for indemnification and describing all action taken and to be taken by the indemnitee in response to such claim.

3.6.4 With respect to any claim or demand set forth in a Notice of Claim, the indemnitor may defend, in good faith and at its expense, any such claim or demand, and the indemnitee, at its expense, shall have the right to participate in the defense of any such claim. So long as the indemnitor is defending in good faith any such claim, the indemnitee shall not settle or compromise such claim without consent of the indemnitor. The indemnitee shall make available to the indemnitor or its representatives all records and other materials reasonably required to contest any claim, and shall cooperate fully with the indemnitor in the defense of all such claims.

If the indemnitor does not elect to defend any such claim, the indemnitee shall have no obligation to do so. The indemnitor's obligation under 3.6.1 or 3.6.2 above shall not be affected in any way by its election to defend or not defend any such claim.

3.6.5 Notwithstanding 3.6.3 and 3.6.4 above, the parties acknowledge that use of internal legal staff may be most cost-effective and able to provide the best defense. Therefore, the indemnitee shall have the right to utilize, at its option, its own internal legal staff, if any, to participate in the defense or to defend itself (as the case may be depending upon whether the indemnitor elects to defend pursuant to 3.6.4 above) and to retain local counsel, if and when appropriate. The indemnitor shall have no responsibility to pay for any portion of a staff attorney's salary, counsel's time, or time spent in defending said damages and claim; all other defense expenses shall be reimbursed.

3.7 ADVERTISING

3.7.1 It is not intended by this MOU that (a) BSMI be or refer to itself as a JET "accredited" party or any similar description or (b) JET 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 JET 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

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 Taipei District Court according to Taiwan legislation, in case that the suit is instituted by JET and subject to the jurisdiction of Tokyo District Court according to Japan legislation, in case that the suit is instituted by BSMI.

5.0 GENERAL

- 5.1 Both parties will provide the public with non-proprietary information about quality management registration programs and answer general questions.
- 5.2 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 JET in confidence from the client.
- 5.3 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.
- 5.4 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.

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

For: Japan Electrical safety &
Environment Technology Laboratories (JET)

By: _____

Neng-Jong Lin
Director General

By: _____

Hiroaki TAKAGI
President

Date: _____

Date: _____