

法規名稱：MEMORANDUM OF UNDERSTANDING ON IMPLEMENTATION FOR JQA PRODUCT SAFETY CERTIFICATION SYSTEM BETWEEN BUREAU OF COMMODITY INSPECTION & QUARANTINE, MINISTRY OF ECONOMIC AFFAIRS (BCIQ) AND JAPAN QUALITY ASSURANCE ORGANIZATION (JQA)  
(AD.1995.10.20)

簽訂日期：民國 84 年 10 月 20 日

生效日期：民國 84 年 10 月 20 日

Memorandum of Understanding between Japan Quality Assurance Organization (JQA) and Bureau Of Commodity Inspection & Quarantine, Ministry Of Economic Affairs (BCIQ) on Implementation for JQA Product Safety Certification System

#### Article 1

##### Purpose

The Japan Quality Assurance Organization (hereafter called JQA) and the Bureau Of Commodity Inspection & Quarantine, Ministry Of Economic Affairs (hereafter called BCIQ) agree, for the convenience of their clients, and subsequent to the implementation of the JQA Product Safety Certification System (hereafter called S-JQA Mark System), upon the utilization of test data issued by BCIQ, as well as of proxy application, and upon the commissioning to BCIQ of safety tests.

#### Article 2

##### Proxy application

- 1.BCIQ shall conduct a proxy application in conformity with the S-JQA Mark System, upon the request of their clients. Details thereof are given in Appendix A.
- 2.The proxy application shall be made available in respect of all products which are covered by the S-JQA Mark System.
- 3.The locations of applicants who may request proxy applications shall be restricted in Taiwan and Japan.
- 4.BCIQ shall charge the applicant for all expenses incurred in conducting a proxy application.

#### Article 3

##### Utilization of BCIQ's test data based on the S-JQA Mark System

- 1.At the request of its clients, BCIQ shall conduct tests based

on the S-JQA Mark System, and JQA shall utilize the date thus obtained. Details thereof are given in Appendix B.

- 2.The range of items which may be subjected to the safety test shall include the items to which BCIQ is permitted by the IEC-EE/CB System to issue a CB certificate, together with those upon which JQA and BCIQ have agreed in the letter of intent.
- 3.The test shall be conducted at test sites certified in conformity with the IEC-EE/CB System, or at those whose facilities are equivalent or superior to those so certified.
- 4.The locations of applicants requesting such tests shall be restricted in Taiwan and Japan.
- 5.BCIQ shall charge the applicant for all expenses incurred by BCIQ in conducting the tests.

#### Article 4

Combination of proxy applications and tests conducted by BCIQ, based upon the S-JQA Mark System When BCIQ conducts at the request of a client, in respect of a single application, a test to which the above combination applies, BCIQ shall comply with the respective provisions of Articles 2 and 3. Details thereof are given in Appendix C.

#### Article 5

Utilization of test data based upon the BCIQ's obligatory or voluntary test certification system

- 1.JQA shall, at the request of an applicant, utilize test certification data based upon the BCIQ's obligatory or voluntary test certification system. Details thereof are given in Appendix D.
- 2.The range of items which may be subjected to the safety test shall include the items to which BCIQ is permitted by the IEC-EE/CB System to issue a CB certificate, together with those upon which JQA and BCIQ have agreed in the letter of intent.
- 3.The test shall be conducted at test sites certified in conformity with the IEC-EE/CB System, or at those whose facilities are equivalent or superior to those so certified.
- 4.In order to establish whether the specifications and test met-

hods applied differ from those laid down by the S-JQA mark System, JQA may request BCIQ to supply the former with the necessary information, except in those cases in which the differences can be established clearly by JQA.

5. BCIQ shall charge JQA for all expenses incurred by BCIQ in supplying the information needed to establish the differences referred to in Paragraph 4 of this Article.

#### Article 6

##### Supply of information

At the request of BCIQ, JQA shall, in principle, supply free of charge all information which may be required for proxy applications and for the conduct of tests in accordance with the S-JQA Mark System. However BCIQ shall be liable for the cost of all publications that are not supplied free of charge, and for the relevant postal charges.

#### Article 7

##### Cooperation

JQA shall cooperate with BCIQ in conducting proxy applications and tests relating to the S-JQA Mark System, as may be required in order to resolve any technical or service problems.

#### Article 8

##### Training

JQA shall cooperate in the training of BCIQ staff. The expenses incurred in each training shall be discussed and agreed between parties.

#### Article 9

##### Publicity and advertising

JQA shall cooperate with BCIQ, by supplying relevant information, in the publicity and advertisement of those BCIQ services which form the subject of this Memorandum.

#### Article 10

##### Factory inspections

Factory inspections related to the S-JQA Mark System shall form the subject of a separate Memorandum. BCIQ may conduct factory inspections based on the request of JQA, before signing the Mem-

Memorandum of Factory Inspection.

#### Article 11

##### Grievance procedures

Any claims related to this Memorandum which may be filed by applicants or by other parties shall be discussed in good faith by JQA and BCIQ in order to resolve them.

#### Article 12

##### Confidentiality

No matters which are confidential to the applicant or to the parties to this Memorandum and which may be divulged during the execution of this Memorandum shall be disclosed to any third party by the recipient of the information. This obligation shall survive the termination of this memorandum.

#### Article 13

##### Renewal

The duration of the Memorandum shall be three years from the date of its inception. Thereafter it shall be renewed annually, unless either party gives notice to the other of termination of the Memorandum in accordance with Article 14. The terms of the Memorandum may, however, be amended with the mutual consent of both parties.

#### Article 14

##### Termination

This Memorandum may be terminated before the original date of expiry when either party gives to the other a minimum of ninety days written notice of termination.

#### Article 15

##### Miscellaneous

Any matters not covered by this Memorandum shall be determined by discussion between the two parties, in accordance with the spirit of the Memorandum. IN WITNESS WHEREOF the duly authorized representatives of the parties hereto have executed this Memorandum in two counterparts, each of which shall be considered as an original, on the date and at the place hereinafter written in English.



By [Signed]

Ryuichi SASAKI

Executive Director

Japan Quality Assurance  
Organization

(JQA)

Place: Taipei, Taiwan R.O.C.

Date: October 20, 1995

By [Signed]

Neng-Jong LIN

Deputy Director General

Bureau of Commodity Inspection &

Quarantine Ministry of Economic  
Affairs (BCIQ)

Taipei, Taiwan R.O.C.

October 20, 1995

#### APPENDIX A

1. BCIQ shall accept applications submitted in the format specified by the S- JQA Mark System and supplied by JQA, and shall forward it to JQA, based on a letter of proxy (a contract between the applicant and BCIQ) signed by the applicant.
2. JQA shall notify BCIQ of the estimated cost of the test, technical material and test samples (application information) which will be required in respect of the application submitted.
3. BCIQ shall notify the applicant of the information referred to in the Paragraph 2 of this Appendix, and the applicant shall complete the application procedure by forwarding this information to JQA, either directly or via BCIQ.
4. JQA shall conduct the test, and shall notify BCIQ of any improvements to items and/or samples that may be brought to light by the test (test information).
5. BCIQ shall notify the applicant of the test information, and the applicant shall forward the items and/or samples that have been improved in conformity with the test information, either directly to JQA or via BCIQ.
6. On satisfactory completion of the test, JQA shall forward to the BCIQ a test report, test data, a structural report and license agreement documentation.
7. JQA shall issue a certificate after verification of the results of the initial factory inspection, together with the lice-

nse agreement.

- 8.JQA shall calculate the total cost of the safety test and shall present an invoice, in Japanese Yen, for this amount to the applicant through BCIQ.

#### APPENDIX B

- 1.BCIQ shall conduct safety tests in conformity with the test procedures specified by the S-JQA Safety Mark System, to be supplied by JQA, based on the letter of proxy (a contract between the applicant and BCIQ) signed by the applicant. BCIQ shall forward to JQA a copy of the test results (requests for improvements to items, test report, test data, structural report, BCIQ), in the format specified by JQA.
- 2.BCIQ's engineers may carry out a field test at the applicant's factory should BCIQ deem this to be necessary. Before the test is conducted, however, it should be confirmed that the test facilities at the factory are of a quality equivalent or superior to those of the BCIQ's CB certification test facilities.
- 3.The applicant shall file an application with JQA together with the results of the tests carried out by BCIQ (request for improvements to items, test report, test data, structural report, BCIQ), prepared in the format specified by JQA.
- 4.As a matter of principle, JQA shall verify the BCIQ's test data in respect of each application by one of the following methods:
  - a) Verification of the test samples at the JQA's test facilities (including spot and other additional checks).
  - b) Verification at the BCIQ's test facilities, in the presence of JQA engineers upon the request of BCIQ.
  - c) Verification by means of documentation prepared by BCIQ, such as test report and technical material.
- 5.JQA shall charge the applicant for the expenses incurred in verifying the BCIQ's test data. Where verification is by the means set out in 4(c) above, the fee for each verification of such document shall be limited to 10 % of JQA testing fee or 100,000.- Japanese yen, whichever is the lesser.

#### APPENDIX C

1. BCIQ shall conduct safety tests in conformity with the test procedures specified by the S-JQA Safety Mark system, to be supplied by JQA, and shall forward to JQA the test results (requests for improvements to items, test report, test data, structural report, BCIQ), in the format specified by JQA.
2. The BCIQ's engineers may carry out a field test at the applicant's factory should BCIQ deem this to be necessary. Before the test is conducted, however, it should be confirmed that the test facilities at the factory are of a quality equivalent or superior to those of the BCIQ's CB certification test facilities.
3. As a matter of principle, JQA shall verify the BCIQ's test data in respect of each application by one of the following methods:
  - a) Verification of the test samples at the JQA's test facilities (including spot and other additional checks).
  - b) Verification at the BCIQ's test facilities, in the presence of JQA engineers upon the request of BCIQ.
  - c) Verification by means of documentation prepared by BCIQ, such as test results and technical material.
4. JQA shall charge the applicant for the expenses incurred in verifying the BCIQ's test data. Where verification is by the means set out in 3(c) above, the fee for each verification of such document shall be limited to 10 % of JQA testing fee or 100,000.- Japanese yen, whichever is the lesser.

#### APPENDIX D

1. The applicant shall file an application with JQA, together with the test results issued by BCIQ.
2. JQA shall verify BCIQ's test data by one of the following methods:
  - a) Verification of the test samples at the JQA's test facilities (including spot and other additional checks).
  - b) Verification by means of documentation prepared by BCIQ, such as test report and technical material.

3.JQA shall charge the applicant for the expenses incurred in verifying the BCIQ's test data as well as for the preparation of a structural report and test data.