

法規名稱：AGREEMENT BETWEEN JAPAN ELECTRICAL TESTING LABORATORY AND BUREAU OF COMMODITY INSPECTION AND QUARANTINE, MIN-ISTRY OF ECONOMIC AFFAIRS ON FACTORY INSPECTIONS (AD.1996.03.14)

簽訂日期：民國 85 年 03 月 14 日

生效日期：民國 85 年 03 月 14 日

THIS AGREEMENT, made as of March 14, 1996, by and between JAPAN ELECTRICAL TESTING LABORATORY, a juridical entity organized as the non-profit foundation under the laws of Japan with the principal office located at 5-14-12 Yoyogi, Shibuya-ku, Tokyo 151, Japan (hereinafter referred to as "JET") and BUREAU OF COMMODITY INSPECTION AND QUARANTINE, MIN-ISTRY OF ECONOMIC AFFAIRS, a governmental organization under the laws of Republic of China with the principal office located at 4, Chinan Road, Section 1, Taipei, Taiwan, Republic of China (hereinafter referred to as "BCIQ")

WITNESSETH:

WHEREAS, JET is conducting in and outside of Japan factory inspections to examine whether a factory of certain electrical equipment meets certain technical requirements which JET uses (hereinafter referred to as "JET Standards") and to issue certain certificates in Japan confirming, based upon the result of its inspections, that the factory is in compliance with the JET Standards;

WHEREAS, BCIQ is likewise conducting in Taiwan factory inspections to examine whether a factory of certain electrical equipment meets certain technical requirements which BCIQ uses and to issue certain certificates in Taiwan confirming, based upon the result of its inspections, that the factory is in compliance with the Standards which BCIQ uses; and

WHEREAS, the parties hereto are now mutually desirous to attain their respective objectives more speedily and efficiently than heretofore through such cooperative activities as herein provided.

NOW, THEREFORE, in consideration of the mutual covenants, cont-

ained herein, the parties hereto agree as follows:

CHAPTER 1. FACTORY INSPECTIONS COMMISSIONED TO BCIQ

1.1 Duties of JET

JET hereby appoints BCIQ to perform, during the term of this Agreement, on behalf of JET in connection with its issuance in Japan of certain certificates, factory inspections at such a factory or factories located outside of Japan, primarily in Taiwan, and used for production of specific electrical equipment identified by JET each time in writing, as and when required.

1.1.1 These factory inspections commissioned to BCIQ shall be performed primarily in Taiwan.

1.1.2 JET shall furnish JET Standards to BCIQ by means of all necessary regulations, requirements and other documents applicable to factory inspections to be performed by BCIQ as commissioned by JET hereunder and shall keep BCIQ well informed of alterations and any withdrawals or cancellations of such JET Standards.

1.1.3 JET shall likewise keep BCIQ well informed of any change in the location or withdrawals of the factory or factories designated by JET and in any matters either originally specified in JET's request or relative to BCIQ's performance of factory inspection(s) commissioned.

1.2 Duties of BCIQ

BCIQ hereby agrees to do the following during the term of this Agreement:

1.2.1 To perform the commissioned factory inspections under this Agreement on behalf of JET in a competent manner and always to send qualified staff to the specified factory premises as required by JET.

1.2.2 To supply JET with the curriculum vitae of all inspectors on BCIQ's payroll to perform such factory inspections commissioned by JET. JET will place individuals on a named basis in its cooperative contractor register and, without prior written permission by JET, then shall be no usage of

unregistered inspectors.

- 1.2.3 To observe all directions given by JET in relation to the performance under this Agreement and do nothing to detract from the reputation of JET.
- 1.2.4 To keep full and proper records of all factory inspections performed hereunder on behalf of JET and promptly submit the factory inspections report to JET.
- 1.2.5 To accept JET representative(s) for supervisory and audit visit to ensure compliance with the current ISO/IEC Guide 39.

CHAPTER 2. FACTORY INSPECTIONS COMMISSIONED TO JET

2.1 Duties of BCIQ

BCIQ hereby appoints JET to perform⁷, during the term of this Agreement, on behalf of BCIQ in connection with its issuance in Taiwan of certain certificates, factory inspections at such a factory or factories located outside of Taiwan, primarily in Japan, and used for production of specific electrical equipment identified by BCIQ each time in writing, as and when required.

- 2.1.1 These factory inspections commissioned to JET shall be performed primarily in Japan.
- 2.1.2 BCIQ shall furnish the Standards which BCIQ uses to JET by means of all necessary regulations, requirements and other documentations applicable to factory inspections to be performed by JET as commissioned by BCIQ hereunder and shall keep JET well informed of alterations and any withdrawals or cancellations of such Standards which BCIQ uses.
- 2.1.3 BCIQ shall likewise keep JET well informed of any change in the location or withdrawals of the factory or factories designated by BCIQ and in any matters either originally specified in BCIQ's request or relative to JET's performance of factory inspection(s) commissioned.

2.2 Duties of JET

JET hereby agrees to do the following during the term of this Agreement:

- 2.2.1 To perform the commissioned factory inspections under this Agreement on behalf of BCIQ in a competent manner and always to send qualified staff to the specified factory premises as required by BCIQ.
- 2.2.2 To supply BCIQ with the curriculum vitae of all inspectors on JET's payroll to perform such factory inspections commissioned by BCIQ. BCIQ will place individuals on a named basis in its cooperative contractor register and, without prior written permission by BCIQ, there shall be no usage of unregistered inspectors.
- 2.2.3 To observe all directions given by BCIQ in relation of the performance under this Agreement and do nothing to detract from the reputatoin of BCIQ.
- 2.2.4 To keep full and proper records of ail factory inspections performed hereunder on behalf of BCIQ and promptly submit the factory inspections report to BCIQ.
- 2.2.5 To accept BCIQ representative(s) for supervisory and audit visit to ensure compliance with the current ISO/IEC Guide 39.

CHAPTER 3. GENERAL PROVISIONS

3.1 Fees and Costs

Fees for factory inspections performed by one party hereunder on behalf of the other party and their payment methods shall be determined through consultations between the parties hereto. Normally each party will be allowed to collect its costs actually incurred for its factory inspections performed hereunder on behalf of the other party and to get reimbursed directly from the local management of each factory where the insepection was performed on behalf of the other party hereunder.

3.2 Confidentiality

- 3.2.1 Unless specifically approved by the other party in writing in advance, each party shall keep secret and confidential and shall not use, except for the purpose of the operation of this Agreement, any infomration regarding the other pa-



erty and its clientele or customers other than the information which has been publicly known other than as a result of a breach of this confidentiality provision committed by the party to whom factory inspections were commissioned.

3.2.2 Each party shall cause its inspectors involved in factory inspections to be performed hereunder on behalf of the other party to sign individually written undertakings of said confidentiality.

3.2.3 Each party may publish the fact that it performs and carries out factory inspections on behalf of the other party according to this Agreement. Other related information may not be published without prior written consent given by the other party.

3.2.4 The parties hereto hereby acknowledge that the confidentiality provisions shall survive the termination or cancellation of this Agreement as herein provided.

3.3 Indemnification

In conjunction with factory inspections to be performed hereunder on behalf of the other party, each party shall indemnify the other party, any officer, director, inspector or other employee of the other party for, and shall hold the other party harmless against, any and all claims, liabilities, losses, damages, costs or expenses, including, without limitation, attorney's fees or other consultants and court costs, resulting directly or indirectly from certificates issued by the other party based upon and influenced by the factory inspection report submitted hereunder after the inspection performed by the party on behalf of the other party, only in case the factory inspection was performed by that party in gross negligence.

3.4 Term of This Agreement

This Agreement shall come into full force and effect as of the day and year first above written and shall stay effective indefinitely until the termination is agreed upon in writing between the parties hereto or until this Agreement is

cancelled by either party with its six(6) month's written notice.

3.5 Suspension and Termination

In case one party fails to fulfill any of its duties and obligations properly and timely as herein provided, and such failure is not cured by the defaulting party within thirty (30) days after its receipt of the written notice from the non-defaulting party, the non-defaulting party is entitled to declare, at its sole discretion, either for provisional suspension of the operation of this Agreement or for termination of this Agreement in its entirety.

3.6 Amendments

This Agreement may be amended or revised as agreed upon by the parties in writing.

3.6.1 Such amendments or revisions of factory inspections to be performed hereunder as agreed upon between the parties hereto shall be formalized in a new agreement replacing this instant Agreement if deemed necessary. During the period that expansions or revisions proposed by one party to the other are being negotiated in good faith between the parties, this instant Agreement shall remain in full force and effect. A new agreement, if reached by the parties, may supersede this instant Agreement at any time jointly chosen by the parties.

3.7 Items Not Provided for

Items and detailed matters not provided for in this Agreement but required for the operation of this Agreement will be dealt with by expedient consultation between the parties hereto.

3.8 Notices

Any notice given by one party to the other relative to this Agreement or the matters covered hereby shall be in writing and shall be deemed given when delivered personally or by facsimile to the other party at the following address or at such other address for that party as specified by notice.

For JET:

JAPAN ELECTRICAL TESTING LABORATORY

5-14-12 Yoyogi

Shibuya-ku, Tokyo 151

Japan

Attention: Director, International Business Division

For BCIQ:

BUREAU OF COMMODITY INSPECTION

AND QUARANTINE MINISTRY OF ECONOMIC AFFAIRS

4, Chinan Road, Section 1

Taipei, Taiwan, Republic of China

Attention: Director, Department of Inspection

3.9 Disputes

In case any dispute or disagreement arises in connection with this Agreement and its operation, such dispute or disagreement shall be finally referred to an arbitration in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce by a plural number of arbitrators appointed in accordance with the said Rules. The site of arbitration shall be in Taipei, Taiwan, Republic of China, when the arbitration is referred to by JET, and in Tokyo, Japan, when it is referred to by BCIQ.

IN WITNESS WHEREOF the parties hereto have each caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

By: 武田康〔簽字〕

Ko Takeda

President

JAPAN ELECTRICAL TESTING

LABORATORY

By: 許鵬翔〔簽字〕

Peng-Siang Hsu

Director General

BUREAU OF COMMODITY

INSPECTION AND QUARANTINE,

MINISTRY OF ECONOMIC AFFAIRS