

法規名稱：ACREEMENT BETWEEN JAPAN ELECTRICAL TESTING LABORATORY AND BUREAU OF COMMODITY INSPECTION AND QUARANTINE, MINISTRY OF ECONOMIC AFFAIRS ON PRODUCTTESTS (AD.1996.05.29)

簽訂日期：民國 85 年 05 月 29 日

生效日期：民國 85 年 05 月 29 日

THIS AGREEMENT, made as of May 29, 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, MINISTRY 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, in accordance with JET Certification Scheme, JET is conducting in and outside of Japan Product Tests to examine whether a 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 Product Tests, that the Product is in compliance with the JET Standards;

WHEREAS, in accordance with BCIQ Inspection Scheme, BCIQ is likewise conducting in Taiwan Product Tests to examine whether a certain electrical equipment meets certain technical requirements which BCIQ uses and to issue certain certificates in Taiwan confirming, based upon the result of its Product Tests, that the Product is in compliance with the technical requirements 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, contained herein, the parties here-to agree as follows:

CHAPTER 1. PRODUCT TESTS 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, Product Tests outside of Japan, primarily in Taiwan, and for the electrical equipment specified by JET under the scope as specified in Clause 3.1.

1.1.1 These Product Tests 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 documentations applicable to Product Tests 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 any matters either originally specified in JET's request or relative to BCIQ's performance of Product Test commissioned.

1.1.4 JET shall verify, prior to each commission to BCIQ, that BCIQ has the capability to perform the Product Tests commissioned.

1.2 Duties of BCIQ

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

1.2.1 Always to possess necessary facilities and equipments to perform Product Tests as commissioned by JET and necessary personnel for such tests staff.

1.2.2 To perform the commissioned Product Tests on behalf of JET in a competent manner only after JET verifies the capability of BCIQ to perform the Product Tests commissioned by JET.

1.2.3 To supply JET with the curriculum vitae of all personnel

on BCIQ's payroll to perform such Product Tests commissioned by JET.

- 1.2.4 To observe all directions given by JET in relation to the performance under this Agreement and do nothing to detract from the reputatoin of JET.
- 1.2.5 Upon completion of each Product Tests commissioned, to submit promptly the Product Tests Report to which technical data, photos, etc, showing the sepcific products actually tested shall be attached.
- 1.2.6 To keep full and proper records of all Product Tests performed hereunder for 10 years on behalf of JET.
- 1.2.7 To accept JET representative(s) for supervisory and audit visit to confirm that BCIQ has capability to perform Product Tests commissioned by JET.

CHAPTER 2. PRODUCT TESTS COMMISSIONED TO JET

2.1 Duties of BCIQ

BCIQ hereby appoints JET to perform, during the term of this Agreement, on behalf of BCIQ in connectoin with its issuance in Taiwan of certain certificates, Product Tests, primarily in Japan, and for the electrical equipment sepcified by BCIQ under the scope as specified in Clause 3.1.

- 2.1.1 These Product Tests commissioned to JET shall be performed primarily in Japan.
- 2.1.2 BCIQ shall furnish technical requirements which BCIQ uses to JET by means of all necessary regulations, requirements and other documentations applicable to Product Tests be per-formed by JET as commissioned by BCIQ hereunder and shall keep JET well informed of alterations and any withdrawals or cancellations of such technical requirements.
- 2.1.3 BCIQ shall likewise keep JET well informed of any change in any matters either orginally specified in BCIQ's request or relative to JET's performance of Product Tests commissioned.
- 2.1.4 BCIQ shall verify, prior to each commission to JET, that JET has the capability to perform the Product Tests commi-

ssioned.

2.2 Duties of JET

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

- 2.2.1 Always to possess necessary facilities and equipments to perform Product Tests as commissioned by BCIQ and necessary personnel for such tests.
- 2.2.2 To perform the commissioned Product Tests on behalf of BCIQ in a competent manner only after BCIQ verifies the capability of JET to perform the Product Tests commissioned by JET.
- 2.2.3 To supply BCIQ with the curriculum vitae of all personnel on JET's payroll to perform such Product Tests commissioned by BCIQ.
- 2.2.4 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.
- 2.2.5 Upon completion of each Product Tests commissioned, to submit promptly the Product Test report to which technical data, photos, etc. showing the specific products actually tested shall be attached.
- 2.2.6 To keep full and proper records of all Product Tests for 10 years on behalf of BCIQ.
- 2.2.7 To accept BCIQ representative(s) for supervisory and audit visit to confirm that JET has capability to perform Product Tests commissioned by BCIQ.

CHAPTER 3. GENERAL PROVISIONS

3.1 Scope of Products

The scope of products for Product Tests performed hereunder shall be specified or may be changed thereafter, only by both parties as agreed upon in writing in advance.

3.2 Fees and Costs

Fees for Product Tests 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 Product Tests performed hereunder on behalf of the other party directly from the local applicant for authorization for the use each certificate who submits the test samples to the party to perform Product Tests commissioned.

3.3 Confidentiality

3.3.1 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 information regarding the other party 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 Product Tests were commissioned.

3.3.2 Each party shall cause personnel involved in Product Tests to be performed hereunder on behalf of the other party to sign individually written undertakings of said confidentiality.

3.3.3 Each party may publish the fact that it performs and carries out Product Tests 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.

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

3.4 Indemnification

In conjunction with Product Tests to be performed hereunder on behalf of the other party, each party shall indemnify the other party, any officer, director, 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

tly or indirectly from certificates issued by the other party based upon and influenced by the Product Test report and attachments thereto submitted hereunder, only in case the Product Test was performed by that party in gross negligence .

3.5 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) months' written notice.

3.6 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.

3.7 Amendments

This Agreement may be amended or revised as agreed upon by the parties in writing. A new agreement, if reached by the parties, may supersede this instant Agreement at any time jointly chosen by the parties.

3.8 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.

3.9 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, Planning & 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, 4th Department

3.10 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



全國法規資料庫
Laws & Regulations Database of The Republic of China

103年12月1日以前施行之法律，除另有規定外，其施行日期均自中華民國103年12月1日起適用。

103年12月1日以前施行之法律，除另有規定外，其施行日期均自中華民國103年12月1日起適用。

103年12月1日以前施行之法律，除另有規定外，其施行日期均自中華民國103年12月1日起適用。

103年12月1日以前施行之法律，除另有規定外，其施行日期均自中華民國103年12月1日起適用。

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103年12月1日以前施行之法律，除另有規定外，其施行日期均自中華民國103年12月1日起適用。