

法規名稱：AGREEMENT BETWEEN THE BUREAU OF COMMODITY INSPECTION AND QUARANTINE AND THE QUALITY ASSURANCE SERVICES PTY LIMITED [REGARDING PRODUCT CERTIFICATION COOPERATION] (AD.1996.07.28)

簽訂日期：民國 85 年 06 月 28 日

生效日期：民國 85 年 06 月 28 日

AN AGREEMENT made on the 28th day of June 1996.

PARTIES

QUALITY ASSURANCE SERVICES PTY LIMITED (hereinafter referred to as QAS) a wholly owned subsidiary of Standards Australia, whose principal office is situated at I The Crescent, Homebush NSW 2140 but whose address for the service of documents under this Agreement is Locked Bag 2032, Strathfield NSW 2135, Australia.

AND

BUREAU OF COMMODITY INSPECTION AND QUARANTINE (hereinafter referred to as BCIQ) a body which operates under the auspices of the Ministry of Economic Affairs whose principal office for the service of this document is situated at 4, Sec 1, Chinan Road, Taipei, Taiwan, ROC.

Both PARTIES HEREBY AGREE to act as a "Sub-contractor" providing audit services on each other's behalf in connection with the Certification and Approval Schemes in respect of their Clients in the country where certification is required that the "Sub-contractor" shall specify in writing. These audit services will be provided by the "Sub-contractor" in industrial fields where it has the capability and is prepared to undertake audit services.

1.OBLIGATIONS OF THE SUB-CONTRACTEE

1.1 Supply all necessary regulations, requirements and other documentation to the Sub-contractor in respect of each particular Client and will keep the Sub-contractor informed of alterations and of any withdrawals or cancellations.

1.2 Agree the fees in respect of the services provided by the Sub-contractor. The amount of such fees to be determined by negotiation. (See Appendix A).

1.3 Provide training/seminars to the Sub-contractor's auditors

to fully explain the Sub-contractor's scheme of product certification.

2.OBLIGATIONS OF THE SUB-CONTRACTOR

The Sub-contractor agrees that it will at all times during the continuance of this Agreement:

- 2.1 Perform its audit services under this Agreement in a competent and ethical manner and shall send qualified staff to the Client's premises when required by the Sub-contractee. Sub-agents will not be used without the written consent of the Sub-contractee.
- 2.2 Supply to the Sub-contractee the curriculum vitae of all persons providing such audit services. The Sub-contractee will place individuals on a named basis within the Sub-contractor's Auditors register and there shall be no usage of unregistered auditors without prior written permission from the Sub-contractee.
- 2.3 Promptly bring to the notice of the Sub-contractee any information received which is likely to be of interest to the Sub-contractee.
- 2.4 Observe all directions given by the Sub-contractee in relation to the operation of this Agreement and do nothing to detract from the reputation of the Sub-contractee.
- 2.5 Keep full and proper records of all services carried out on behalf of the Sub-contractee and promptly supply such details to Sub-contractee.
- 2.6 Accept supervisory and audit visits by mutually agreed auditors to ensure compliance with EN45011.

3.CONFIDENTIALITY

- 3.1 The Sub-contractor shall keep confidential and shall not use except for the purposes of this Agreement any information regarding the Sub-contractee or its Clients other than that which is in the public domain. Release of information other than that which is in the public domain requires the provision of prior consent in writing obtained from the Sub-contractee or its clients.

3.2 Each representative of the Sub-contractor in respect of services to be carried out under this Agreement will sign an individual undertaking of confidentiality.

3.3 The Sub-contractor shall not publish the fact that it performs such services on behalf of the Sub-contractee or other related information without the prior written consent of the Sub-contractee.

4.COMMENCEMENT AND TERMINATION

4.1 This Agreement will commence on the date it is made and shall continue unless terminated by either party with six months notice to the other in writing.

4.2 The Agreement may also be terminated by either party forthwith if at any time the other party commits any breach of this Agreement, which breach (if capable of remedy) shall not be remedied within thirty days of the receipt of a notice specifying the breach and calling upon the party to remedy it

Signed for and on behalf of

QUALITY ASSURANCE SERVICES PTY LIMITED by

Dr B R McCluskey [Signed]

Managing Director

In the presence of [Signed]

Signed for and on behalf of BUREAU OF COMMODITY

INSPECTION AND QUARANTINE by

Mr P S Hsu

Director General [Signed]

In the presence of [Signed]

APPENDIX A

With regard to the audit fees that QAS agrees to pay for BCIQ's assessment services on behalf of QAS, the scale of fees are listed as follows:

Pre-licence Survey Follow-Up----- A\$150

Routine Audit Inspection----- A\$150



Surveillance Testing----- A\$120
Sampling----- A\$ 60

Regarding the method of payment, the fees are to be paid to BCIQ twice a year, in June and December on receipt of invoices issued by BCIQ. The relevant service charges incurred shall be met by each party.