

法規名稱：MUTUAL RECOGNITION ARRANGEMENT ON CONFORMITY ASSESSMENT BETWEEN THE BUREAU OF STANDARDS, METROLOGY AND INSPECTION AND THE STANDARDS, PRODUCTIVITY AND INNOVATION BOARD

簽訂日期：民國 94 年 11 月 28 日

THE BUREAU OF STANDARDS, METROLOGY AND INSPECTION (BSMI),
STANDARDS, PRODUCTIVITY AND INNOVATION BOARD (SPRING Singapore),
hereinafter referred to as "the Parties"

CONSIDERING the traditional links of friendship that exist
between the Parties,

CONSIDERING their shared commitments to protect, inter alia,
human health and safety, animal and plant life and health and
the environment,

CONSIDERING their shared commitment to trade facilitation,

DESIRING to conclude an Arrangement providing for the mutual
recognition of the results of conformity assessment activities
required for access into their respective markets,

DESIRING to encourage greater international harmonisation of
standards and regulations,

DESIRING to encourage and complement the momentum of cooperation
undertaken in the Asia Pacific Economic Cooperation fora,
particularly the APEC mutual recognition arrangement on
conformity assessment of electrical and electronic equipment,

BEARING IN MIND their status as Contracting Parties to the
Marrakesh Arrangement Establishing the World Trade Organization,
and conscious of their rights and obligations under the
Agreement on Technical Barriers to Trade annexed thereto
(hereafter the TBT Agreement),

HAVE AGREED as follows:

PART I

Article 1

Definitions

1.1 All general terms concerning standards and conformity assessment used in this Arrangement shall have the meaning given in the definitions contained in ISO/IEC Guide 2:1996 "General terms and their definitions concerning standardization and related activities" published by the International Organization for Standardization and International Electrotechnical Commission unless the context requires otherwise. In addition, the following terms and definitions shall apply for the purpose of this Arrangement:

accept means the use of the results of conformity assessment activities as a basis for regulatory actions such as approvals, licences, registrations and post-market assessments of conformity;

acceptance has an equivalent meaning to accept;

conformity assessment means any activity concerned with determining directly or indirectly that relevant Mandatory Requirements are fulfilled;

Conformity Assessment Body means a body that conducts conformity assessment activities and includes test facilities and certification bodies;

Certification Body means a body, including product or quality systems certification bodies, that may be designated

by one Party's Designating Authority in accordance with this Arrangement to conduct certification to the other Party's Mandatory Requirements;

Designating Authority means a body as specified under this Arrangement established in the custom territory of a Party with the necessary authority to designate, monitor, suspend, remove suspension or withdraw designation of Conformity Assessment Bodies within its jurisdiction.

designation means the authorisation by a Designating Authority of a Conformity Assessment Body to undertake specified conformity assessment activities;

designate has an equivalent meaning to designation;

low voltage has the same meaning as that defined in Band II of International Electrotechnical Commission Standards 60449:1979 - Voltage bands for electrical installations in buildings (IEC 60449:1979); and

Mandatory Requirements means the legislative, regulatory and administrative requirements, that are the subject of this Arrangement of the Party into which the product is being supplied;

Regulatory Authority means an entity that exercises a legal right to control the import, use or supply of products within a Party's jurisdiction and may take enforcement action to ensure that products marketed within its jurisdiction comply with that Party's Mandatory Requirements.

Stipulated Requirements means the criteria set out for the designation of Conformity Assessment Bodies; and

Test Facility means a facility, including independent laboratories or government testing bodies, that may be designated by one Party's Designating Authority in accordance with this Arrangement to undertake tests to the other Party's Mandatory Requirements. However, the manufacturers' own test facilities may be designated by one Party's Designating Authority only to undertake electromagnetic compatibility tests to the other Party's Mandatory Requirements.

1.2 For the purposes of this Arrangement the singular should be read to include the plural and vice versa when appropriate.

Article 2

Scope of this Arrangement

2.1 This Arrangement shall apply, on the one hand, to the Separate Customs Territory of Taiwan, Penghu, Kinmen and Matsu and, on the other hand, to Singapore.

2.2 Arrangements concluded by either Party with a third party shall not impose any obligation on the other Party to accept the results of conformity assessment undertaken in the third party, save where there is an express Arrangement between the Parties to do so.

2.3 The products to which this Arrangement applies are new electrical and electronic equipment that are intended to be either directly connected or plugged-in to the low voltage supply or are battery powered on which either Party has prescribed Mandatory Requirements applicable to imports as set out in the applicable laws, regulations and administrative provisions listed in Annex I, and which are:

2.3.1 not telecommunications equipment; and

2.3.2 not medical equipment.

2.4 This Arrangement does not require mutual acceptance of the Mandatory Requirements of each Party, or mutual recognition of the equivalence of such Mandatory Requirements. The Parties shall, however, give consideration to increasing the degree of harmonisation or equivalence of their respective Mandatory Requirements, where appropriate and where consistent with good regulatory practice. Where both Parties agree that the standards or technical regulations are harmonised or established as equivalent, a Party shall be able to assess compliance with its own Mandatory Requirements and this shall be deemed acceptable by the other Party.

2.5 The Mandatory Requirements to which this Arrangement applies shall be third party conformity assessment processes or requirements for product certification for the equipment referred to in Article 2 of this Arrangement. The applicable laws, regulations and administrative provisions are set out in Annex II.

2.6 The Conformity Assessment Bodies which may be designated under this Arrangement shall be:

2.6.1 Test Facilities; or

2.6.2 Certification Bodies.

2.7 The conformity assessment activities for which Conformity Assessment Bodies may be designated under this Arrangement are:

2.7.1 testing by designated Test Facilities;

2.7.2 factory/product surveillance activities undertaken in accordance with the relevant Mandatory Requirements by designated Certification Bodies, the results of which are supplemented by test results from designated Test Facilities; and

2.7.3 certification by designated Certification Bodies.

Article 3

Obligations

3.1 BSMI shall accept certification of the results of conformity assessment activities (including results of factory/product surveillance activities and test results) to demonstrate compliance with its Mandatory Requirements when the conformity assessment activities are undertaken by Conformity Assessment Bodies designated by SPRING Singapore and registered by BSMI in accordance with Article 7 of this Arrangement. Such certification shall be supplemented by test results from Test Facilities designated by SPRING Singapore and registered by BSMI. Upon receipt of such assessments, BSMI shall complete the relevant product approval processes within four (4) calendar days or two (2) working days, whichever is the longer.

3.2 SPRING Singapore shall accept certification of the results of conformity assessment activities (including results of factory/product surveillance activities and test results) to demonstrate compliance with its Mandatory Requirements when the conformity assessment activities are undertaken by Conformity Assessment Bodies designated by BSMI and registered by SPRING Singapore in accordance with Article 7 of this Arrangement. Such certification shall be supplemented by test results from Test Facilities designated by BSMI and registered by SPRING Singapore. Upon receipt of

such assessments, SPRING Singapore shall complete the relevant product registration processes within four (4) calendar days or two (2) working days, whichever is the longer.

3.3 Each Party shall, in accordance with Article 2.4 of the TBT Agreement, use international standards, or the relevant parts of international standards, as the basis for its Mandatory Requirements where applicable international standards exist or when their completion is imminent, except when such international standards or their relevant parts are ineffective or inappropriate.

Article 4

Exchange of information

4.1 The Parties shall exchange information concerning their Mandatory Requirements, conformity assessment procedures and regimes.

4.2 Each Party shall inform the other Party of any proposed changes to its Mandatory Requirements. Except where considerations of health, safety and environmental protection warrant more urgent action, each Party shall notify the other Party of the changes at least sixty (60) calendar days before the changes enter into force.

4.3 When requested, the Parties will make every endeavour to make copies of their Mandatory Requirements, and intended changes thereto, available in English in a timely manner.

PART II

Article 5

Designating Authorities

5.1 The Parties shall ensure that their Designating Authorities have the necessary authority to designate, monitor, suspend,

remove suspension and withdraw designation of the Conformity Assessment Bodies within their respective jurisdictions.

5.2 Designating Authorities shall consult, as necessary, with their counterparts in the other Party to ensure the maintenance of confidence in conformity assessment processes and procedures. This consultation may include joint participation in audits related to conformity assessment activities or other assessments of designated Conformity Assessment Bodies, where such participation is appropriate, technically possible and within reasonable cost.

5.3 For the purpose of this Arrangement, Designating Authorities shall be:

5.3.1 BSMI for the Separate Customs Territory of Taiwan, Penghu, Kinmen and Matsu; and

5.3.2 SPRING Singapore for Singapore.

Article 6

Joint Committee

6.1 A Joint Committee shall be established.

6.2 The Joint Committee shall be led by co-chairs representing the Parties and shall comprise an equal number of senior representatives from both Parties with an understanding of this Arrangement, its objectives and application and with the relevant expertise. A representative:

6.2.1 may be accompanied by advisers at meetings of the Joint Committee; and

6.2.2 shall not hold a position which may give rise to a conflict of interest.

6.3 The Joint Committee shall:

6.3.1 be responsible for administering and facilitating the effective functioning of this Arrangement including:

6.3.1.1 facilitating the extension of this Arrangement, including increasing the scope of this Arrangement;

6.3.1.2 resolving any questions or disputes relating to the application of this Arrangement; and

6.3.1.3 the discharge of such other functions as provided for in this Arrangement;

6.3.1.4 conducting a joint verification or requesting the Party to conduct a verification of a proposed conformity assessment body that this Party can not decide to register, and making the decision regarding the registration of this body after the completion of such verification.

6.3.2 be the contact point for the Parties unless otherwise specified in this Arrangement;

6.3.3 determine its own rules of procedure;

6.3.4 make its decisions and adopt its recommendations by consensus; and

6.3.5 meet as and when required for the discharge of its functions, including upon the request of either Party.

6.4 The Joint Committee may establish ad hoc groups to undertake specific tasks, where necessary.

6.5 The Parties shall bring into effect the relevant decisions of the Joint Committee.

Article 7

Designation and Registration of Conformity Assessment Bodies

7.1 The designating and registration of Conformity Assessment Bodies shall be in accordance with applicable laws, regulations and administrative provisions and meet with the stipulated criteria for designation as set out in Annex III.

7.2 Designating Authorities shall specify the scope of the conformity assessment activities for which a Conformity Assessment Body has been designated. When a Conformity Assessment Body is designated to undertake conformity assessment activities with regard to particular Mandatory Requirements, the relevant obligations of acceptance shall be limited to the results of assessments in relation to those particular Mandatory Requirements.

7.3 The following procedures shall apply to the registration of a conformity assessment body:

7.3.1 each Party shall make a proposal that a conformity assessment body of that Party designated by its Designating Authority be registered under this Arrangement, by presenting its proposal in writing, supported by necessary documents, to the other Party.

7.3.2 the other Party shall consider whether the proposed conformity assessment body complies with the criteria for designation set out in the applicable laws, regulations and administrative provisions of that other Party specified in the Annexes and indicate its position regarding the registration of that conformity assessment



body within ninety (90) calendar days from the receipt of the proposal referred to in Article 7.3.1 above. In such consideration, such other Party should assume that the proposed conformity assessment body complies with the aforementioned criteria.

7.3.3 In the event that the other Party is unable to make a decision on the registration of the proposed conformity assessment body, the other Party may request the Joint Committee to conduct a joint verification of the proposed body. After the completion of such verification, the Joint Committee shall make the decision regarding the registration of the proposed body and give both Parties its decision in writing within fifteen (15) calendar days from the completion of the joint verification.

7.4 Each Party shall give the other Party advance notice of at least seven (7) calendar days, of any changes, including suspensions, to their list of designated Conformity Assessment Bodies.

7.5 Each Party shall inform the other Party, in an expeditious manner, of any changes that affect a designated Conformity Assessment Body's technical competence or compliance with the relevant Stipulated Requirements.

7.6 Designating Authorities shall only designate Conformity Assessment Bodies where the Conformity Assessment Body, or the organisation of which the Conformity Assessment Body is a part, is a legal person in the relevant jurisdiction.

7.7 Designated Conformity Assessment Bodies shall not be adversely influenced by a body that manufactures or trades in electrical and electronic equipment. Furthermore, designated Conformity Assessment Bodies shall be impartial.

Any other services offered by the Conformity Assessment Bodies shall be provided in a manner that does not compromise the objectivity of their conformity assessment activities and decisions.

7.8 The Parties shall ensure that their designated Conformity Assessment Bodies participate in appropriate proficiency testing programs and other comparative reviews, so that confidence in their technical competence to undertake the required conformity assessment activities is maintained.

7.9 Designating Authorities shall only designate Conformity Assessment Bodies that are able to demonstrate that they understand, have experience relevant to and are technically competent to undertake the conformity assessment activities for which they are designated.

7.10 Demonstration of technical competence shall be based on:

7.10.1 technological knowledge of the relevant products, processes or services;

7.10.2 understanding of the technical standards and the general risk protection requirements for which designation is sought;

7.10.3 the experience relevant to the applicable Mandatory Requirements;

7.10.4 the physical capability to perform the relevant conformity assessment activities;

7.10.5 an adequate management of the conformity assessment activities concerned; and

7.10.6 any other circumstance necessary to give assurance that the conformity assessment activities shall be adequately performed on a consistent basis.

7.11 In pursuance of Article 2.6.1, the basis for designating Test Facilities shall be:

7.11.1 Accreditation to ISO/IEC 17025:1999, which shall constitute sufficient proof of technical competence to undertake conformity assessment activities that demonstrate conformity with the Mandatory Requirements for which they are to be designated provided that:

7.11.1 the accreditation process is conducted in compliance with ISO/IEC Guide 58:1993; and

7.11.1.2 the accreditation body participates in mutual recognition arrangements, such as the Asia Pacific Laboratory Accreditation Cooperation (APLAC) Mutual Recognition Arrangement, where they are subject to peer evaluation of the competence of accreditation bodies and the Test Facilities accredited by them.

OR

7.11.2 Membership in the IECEE CB Scheme.

7.12 In pursuance to Article 2.6.2, the basis for designating Certification Bodies shall be:

7.12.1 Accreditation to ISO/IEC Guide 65:1996, which shall constitute sufficient proof of technical competence to undertake conformity assessment activities that demonstrate conformity with the Mandatory Requirements for which they are to be designated provided that:

7.12.1.1 the accreditation process is conducted in compliance with ISO/IEC Guide 61:1996; and

7.12.1.2 the accreditation body is recognised by the designating authority.

OR

7.12.2 Membership in the IECEE CB/FC Scheme.

OR

7.12.3 The conformity assessment body, which is part of the Regulatory Authority of either Party under this Arrangement.

7.13 In addition to Articles 7.11 and 7.12, a basis for designating the registration assessment bodies shall also be:

7.13.1 participation in training in the other Party's Mandatory Requirements and relevant regulatory processes; and

7.13.2 understanding of the Mandatory Requirements and relevant regulatory processes of the other Party.

7.14 When designating a Conformity Assessment Body, the Designating Authority shall provide to the other Party the following details in respect of each Conformity Assessment Body it designates:

7.14.1 the name;

7.14.2 the postal address;

7.14.3 the facsimile (fax) number;

7.14.4 email address (if available);

7.14.5 name and telephone number of the contact person;

7.14.6 scope of designation detailing range of products,
reference standards, methods of certification, capability
and other relevant details;

7.14.7 designating procedure used; and

7.14.8 date of effect of designation.

Article 8

Verification, suspension and withdrawal of Conformity Assessment Bodies

8.1 The Parties shall ensure that their designated Conformity Assessment Bodies are available for verification of their technical competence and compliance with the relevant Stipulated Requirements.

8.2 Each Party retains the right to challenge a designated Conformity Assessment Body's technical competence and compliance with the relevant Stipulated Requirements. This right shall be exercised only in exceptional circumstances and where supported by relevant expert analysis and/or evidence. A Party shall exercise this right by notifying the other Party in writing. Such notification shall be accompanied by the supporting expert analysis and/or evidence.

8.3 Except in urgent circumstances, the Parties shall, prior to a challenge under Article 8.2, enter into consultations with a view to seeking a mutually satisfactory solution. In

urgent circumstances, consultations shall take place immediately after the right to challenge has been exercised.

8.4 The consultations referred to in Article 8.3 shall be conducted expeditiously with a view to resolving all issues and seeking a mutually satisfactory solution within seventy (70) calendar days. If this is not achieved, the Joint Committee established under Article 6 shall be convened to resolve the matter.

8.5 The Arrangement may provide for additional procedures, such as verification and time limits, to be followed in relation to a challenge.

8.6 Unless the Parties decide otherwise, the designation of the challenged designated Conformity Assessment Body shall be suspended by the relevant Designating Authority for the relevant scope of designation from the time its technical competence or compliance was challenged, until either:

8.6.1 the challenging Party is satisfied as to the competence and compliance of the Conformity Assessment Body; or

8.6.2 the designation of the Conformity Assessment Body has been withdrawn.

8.7 The results of conformity assessment activities, undertaken by a designated Conformity Assessment Body on or before the date of its suspension or withdrawal, shall remain valid for acceptance for the purposes of Article 3 unless otherwise agreed to by the Joint Committee.

8.8 The Parties shall compare methods used to verify that the designated Conformity Assessment Bodies comply with the Stipulated Requirements.

PART III

Article 9

Confidentiality

9.1 A Party shall not be required to disclose confidential proprietary information to the other Party except where such disclosure would be necessary for the Party to demonstrate the competence of its designated Conformity Assessment Bodies and conformity with the relevant Stipulated Requirements.

9.2 A Party shall, in accordance with its applicable laws, protect the confidentiality of any proprietary information disclosed to it in connection with conformity assessment activities and/or designation procedures.

Article 10

Preservation of Regulatory Authority

10.1 Each Party retains all authority under its laws to interpret and implement its Mandatory Requirements.

10.2 This Arrangement does not limit the authority of a Party to determine the level of protection it considers necessary with regard to health, safety and the environment.

10.3 This Arrangement does not limit the authority of a Party to take all appropriate measures whenever it ascertains that products may not conform with its Mandatory Requirements. Such measures may include withdrawing products from the market, prohibiting their placement on the market, restricting their free movement, initiating a product recall, initiating legal proceedings or otherwise preventing the recurrence of such problems, including through a prohibition on imports. If a Party takes such measures, it shall notify the other Party within fifteen

(15) calendar days of taking the measures, providing its reasons.

Article 11

Entry into force and duration

11.1 This Arrangement shall enter into force on the first day of the next month following the date on which the Parties have exchanged notes confirming the completion of their respective procedures for the entry into force of this Arrangement.

11.2 Either Party may terminate this Arrangement by giving the other Party six months' advance notice in writing.

11.3 Following termination of this Arrangement, a Party shall continue to accept the results of conformity assessment activities performed by designated Conformity Assessment Bodies or Inspection Services prior to termination, unless that Party decides otherwise based on health, safety and environmental protection considerations.

Article 12

Final provisions

12.1 Any amendment to this Arrangement shall be by consensus in writing and through the Joint Committee.

12.2 Where a Party changes its Mandatory Requirements for products covered by this Arrangement, its obligations under Articles 3 and 7 as applicable, shall extend to accepting the results of conformity assessment activities in relation to the changed Mandatory Requirements if these fall within the scope of activities for which the relevant Conformity Assessment Bodies have been designated in accordance with this Arrangement.



12.3 This Arrangement is drawn up in duplicate in the English and Chinese languages, both texts having equal validity. In the case of any divergence of meaning between the two texts, the English text will prevail.

IN WITNESS WHEREOF, the undersigned, have signed this Arrangement.

For: The Bureau of Standards, Metrology and Inspection For: The Standards, Productivity, and Innovation Board

By: _____ By: _____
Neng-Jong Lin Loh Khum Yean
Director General Chief Executive

Date: _____ Date: _____

Place: _____ Place: _____