

法規名稱：AGREEMENT BETWEEN THE TAIPEI REPRESENTATIVE OFFICE IN SINGAPORE AND THE SINGAPORE TRADE OFFICE IN TAIPEI ON INFORMATION RELATING TO CONSUMER PRODUCT SAFETY

簽訂日期：民國 99 年 10 月 19 日

生效日期：民國 99 年 10 月 19 日

Article I Scope

- 1.1 The Agreement between the Taipei Representative Office in Singapore (TRO) and the Singapore Trade Office in Taipei (STO), hereinafter referred to as “ the Parties, ” provides a regulatory cooperative arrangement through which the competent authorities establish a mechanism to facilitate the sharing and exchange of information on the safety of consumer products.
- 1.2 For the purposes of performing the obligations under this Agreement between the TRO and the STO, the competent authorities shall be the Bureau of Standards, Metrology and Inspection (BSMI), Ministry of Economic Affairs, and the Standards, Productivity and Innovation Board (SPRING) respectively.

Article II Purpose

2. The purpose of this Agreement is to enhance and strengthen the sharing and exchange of information related to the safety of consumer products so as to enable the competent authorities to protect the public, by taking preventive actions, to reduce or eliminate potential hazards associated with consumer products. The competent authorities agree to work together towards the common goal of improving consumer product safety by providing accurate and up-to-date information to the best of their endeavour under their respective jurisdictions.

Article III Information Exchange

- 3.1 The competent authorities will each designate a contact point that will be responsible for notifying the other contact point of information on the safety of consumer products by using the form attached to this Agreement in the Appendix. Information exchange on the safety of consumer products may include, but is not limited to, the following:
 - (a) Product information, such as the name, brand, type, identification number, country of origin, photos, etc;
 - (b) The name and address of manufacturers;
 - (c) Product safety information, such as associated hazards, violation of regulations, test results, implementation of corrective actions; and

- (d) Other information requested by either competent authority.
- 3.2 The contact point designated by each competent authority will provide to the other contact point, upon request and to the extent reasonable and practicable, public information (e.g., periodicals, annual reports, case studies, proposed regulation, statistics, information related to international conferences and corrective actions) relating to consumer product safety.
- 3.3 Whilst the competent authorities when supplying the information in Clauses 3.1 and
- 3.2 should endeavour to ensure that the information is accurate, the competent authorities acknowledge and accept that the information is provided without any warranty, representation or guarantee that it is true, complete or accurate. The competent authorities accordingly will not be liable to each other for any loss or damage resulting directly or indirectly from the use of or reliance on any of the information supplied.

Article IV Confidentiality of Information

- 4.1 The competent authorities shall comply with domestic laws and regulations applicable to them when collecting or receiving information, including information relating to the privacy of an individual, trade secrets or other information of a confidential nature, and shall not use, divulge or release information received under this Agreement to a third party, excluding governmental departments or statutory bodies, without the express consent of the competent authority who supplied the information.
- 4.2 This undertaking shall survive the termination of this Agreement.

Article V Other Activities

- 5 The competent authorities, through their designated contact points, will consider, based on the needs, resources, policies, funds, priorities and other factors, cooperation on activities related to the exchange of information on consumer product safety. Such cooperation may include, but is not limited to, seminars, safety training programs, expert exchanges, technical working groups and other activities that are mutually beneficial.

Article VI Priority to Domestic Population

- 6 The competent authorities reserve the right to give priority to addressing hazards to the population of the territories they represent while this Agreement is in effect.

Article VII Other Laws, Regulations and International Agreements

7 This Agreement and the responsibilities of the Parties, the competent authorities and the designated contact points of the competent authorities remain subject to all applicable laws and regulations. The Parties, the competent authorities and the designated contact points of the competent authorities affirm their respective rights and obligations under any existing or future arrangements to which they are participants.

Article VIII Liaison

8 Each of the Parties, the competent authorities and the designated contact points of the competent authorities will designate a liaison to whom correspondence and communications concerning this Agreement will be directed.

Article IX Effective Date

9. This Agreement will become effective on the date of the last signature.

Article X Amendment

10. This Agreement may be amended by the Parties in writing by mutual consent.

Article XI Termination

11. This Agreement will remain effective until it is terminated by either Party. Either Party may, at any time, terminate this Agreement by giving the other Party 30 days ' written notice in advance of its intention to terminate it.

In witness whereof, the undersigned, being duly authorised by their respective competent authorities, have signed this Agreement.

This Agreement is done in duplicate in the Chinese and English languages, both texts being equally authentic. In the case of any divergence of interpretation between the two texts, the English text shall prevail.

For: The Taipei
Representative Office in
Singapore

By: Vanessa Shih
Representative

Date: Oct 19, 2010

Place: Taipei, Taiwan

For: The Singapore
Trade Office in Taipei

By: Stanley Loh
Representative

Date: Oct 19, 2010

Place: Taipei