

法規名稱：AGREEMENT ON STANDARDIZATION, CONFORMITY ASSESSMENT AND METROLOGY BETWEEN TAIPEI ECONOMIC AND CULTURAL OFFICE IN TEL AVIV AND ISRAEL ECONOMIC AND CULTURAL OFFICE IN TAIPEI

簽訂日期：民國 102 年 12 月 10 日

生效日期：民國 103 年 11 月 27 日

The Taipei Economic and Cultural Office in Tel Aviv (TECO) and the Israel Economic and Cultural Office in Taipei (ISECO) (“ the Participants ”) are interested to facilitate trade between the Participants and to achieve more effective, systematic and transparent regulatory cooperation in order to create an appropriate balance between the costs to consumers and manufacturers associated with regulations and the appropriate protection of the health and safety of consumers and of the environment.

In order to achieve these objectives the Participants have come to the following understanding:

Article 1

In implementing this Agreement, the Participants shall be governed by their applicable legislation.

Article 2

1. For the purpose of this Agreement, the Implementing Agencies shall be:
 - (a) On behalf of ISECO
 - i. The Representative
 - ii. The Minister of Economy
 - iii. The Commissioner of Standardization, Ministry of Economy
 - (b) On behalf of TECO
 - i. The Representative
 - ii. The Minister of Economic Affairs
 - iii. The Director General of Bureau of Standards, Metrology and Inspection, Ministry of Economic Affairs
2. The Implementing Agencies may establish a Coordination Committee, which shall meet annually or upon request, in order to discuss matters concerning this Agreement including the implementation of future cooperation, and exchange and examine the concerns of the Participants relating to technical barriers to trade.
3. The Coordination Committee shall examine the possibility of mutual recognition in the field of conformity assessment procedures, in light of international rights and obligations of both Participants.
4. Each Implementing Agency shall inform the other of the

designation of its Contact Point.

The Contact Points shall provide relevant documents, ensure smooth flow of information between the Participants, answer all reasonable inquiries and endeavour to find prompt solutions to problems encountered by producers or exporters concerning technical barriers to bilateral trade.

5. The Implementing Agencies may establish working groups under the Coordination Committee at any time provided both Participants agree by exchange of letters to take charge of the specific liaison work for consultation and technical cooperation.
6. If any changes occur in the names or functions of any of the Implementing Agencies or the Contact Points, the relevant Participant shall notify the other Participant without any delay, in writing of such change.

Article 3

The Implementing Agencies may develop cooperation relating to standardization, conformity assessment and metrology, in the fields of mutual interests which may include but not limited to the following:

1. Elimination of unnecessary obstacles to trade relating to technical regulations, standards and conformity assessment procedures;
2. Adoption of international standards as national standards for elimination of technical barriers to trade;
3. Promotion of scientific co-operation in the field of standardization, conformity assessment and metrology;
4. Development of direct relationships between the specialized bodies on standardization, conformity assessment and metrology of both Participants.

Article 4

The Participants may exchange subject to each Participant's internal legislation:

1. Legislation, regulations, rules and other information and periodicals published by the relevant bodies for standardization, conformity assessment and metrology;
2. Catalogues of the national standards and, upon request, detailed national standards;
3. General information and publications on conformity assessment, lists of products subject to mandatory certification, certification bodies, including notified bodies, designation and accreditation of testing laboratories;
4. Information on market surveillance, including methods and extent thereof; as well as on actions taken with respect to products which are found dangerous and/or unsafe;

5. Information and materials regarding the training programs and improvement of specialists' qualification in the field of standardization, conformity assessment and metrology.

Article 5

The Participants will cooperate with a view to exchange delegations of specialists and trainers to study each others' experience, provide consulting services and training of the experts in the field of standardization, conformity assessment and metrology, jointly hold seminars in the fields of standardization, certification, quality and metrology, and conduct cooperative research on projects of mutual interest.

Article 6

1. In order to ensure the safety of products subject to bilateral trade, the Participants will exchange all necessary information through Contact Points and take the necessary measures to the extent possible.
2. In the event the Implementing Agency of one of the Participants has a reasonable concern regarding the certificate for a product imported from the other Participant, it may do one or more of the following:
 - (a) Make its own investigation and inquiries in its own market.
 - (b) Approach the manufacturer and/or the exporter of the relevant product and/or the conformity assessment body with inquiries regarding the tests and/or the certificates of the product in question.
 - (c) Request cooperation of the other Participant's Implementing Agency through the Contact Points. The receiving Contact Point shall respond to the requesting Participant's Contact Point within a reasonable period of time.

Article 7

The Participants shall ensure confidentiality concerning documents and information received within the framework of this Agreement. Confidential documentation and information may be transferred to a third party only after receiving written consent of the Participants who provided these documents and information prior to the transfer of the documents.

Article 8

Any dispute regarding the interpretation or implementation of this Agreement shall be settled amicably by consultations between the Participants.

Article 9

Unless otherwise agreed by the Participants, each Participant shall bear its own expenses, incurred during the implementation

of this Agreement.

Article 10

The Participants shall not bear any responsibility for claims of third parties, including natural and legal persons of the Participants, regarding the implementation of this Agreement on certification and tests of products in bilateral trade.

Article 11

This Agreement may be amended, in writing, by mutual consent of the Participants. Any such amendment shall enter into force in accordance with the procedure set forth in Article 12(1) of this Agreement.

Article 12

1. This Agreement will enter into force upon the date of the receipt of the later notification in which the Parties notify each other of the completion of their internal legal procedures required for the entry into force of this Agreement.
1. This Agreement shall remain in force for a period of 2 years and thereafter it shall be automatically renewed for similar periods, unless one Participant notifies the other, in writing, of its intention to terminate this Agreement, at least ninety (90) days before the end of the period of its validity.
2. The termination of this Agreement will not affect the validity and duration of any arrangement, activities or programmes under this Agreement until their completion unless the Participants agree otherwise.

Signed at TAIPEI on 10 December 2013, which corresponds to the seventh day of Tevet, 5774 in the Hebrew calendar, in two original copies, in the English language.

Mr. Liang-jen Chang
Representative

Mrs. Simona Halperin
Representative

Taipei Economic and
Cultural Office in Tel
Aviv

Israel Economic and
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