

AGREEMENT
on
STANDARDIZATION, CONFORMITY ASSESSMENT AND
METROLOGY
between
Taipei Economic and Cultural Office in Tel Aviv
and
Israel Economic and Cultural Office in Taipei

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.

2. 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.
3. 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.

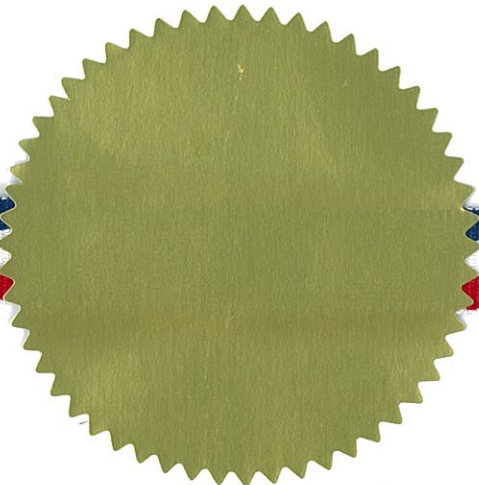
Signed at TAIPEI on 10 December 2013, which corresponds to the seventh day of Tevet, 5774 in the Hebrew calendar, in two original copies, in the English language.



Mr. Liang-jen Chang
Representative
Taipei Economic and Cultural Office
in Tel Aviv



Mrs. Simona Halperin
Representative
Israel Economic and Cultural Office
in Taipei



駐台拉維夫臺北經濟文化辦事處與駐臺北以色列經濟文化辦事處標準化、符合性評鑑及度量衡協定（中譯本）

前言

駐台拉維夫臺北經濟文化辦事處與駐臺北以色列經濟文化辦事處（以下簡稱參與雙方）有意促進參與雙方貿易交流並進行更有效、有系統及透明化之法規管理合作，以在消費者負擔及製造商符合相關法規成本間取得平衡，並對消費者健康與安全及環境提供適當的保護。

為達成這些目的，參與雙方就下列事項取得共識：

第1條

參與雙方應依據各自相關法規執行本協定。

第2條

1. 本協定之執行機關如下：

(1) 駐臺北以色列經濟文化辦事處

- i. 代表
- ii. 經濟部部長
- iii. 經濟部標準化委員會主席

(2) 駐台拉維夫臺北經濟文化辦事處

- i. 代表
- ii. 經濟部部長
- iii. 經濟部標準檢驗局局長

2. 執行機關得建立協調委員會，並應於每年度或在受請求時舉行會議以討論本協定相關事務，包含未來合作之執行、交換並檢視參與雙方有關技術性貿易障礙之關切。

3. 協調委員會應依據參與雙方之國際權利及義務，檢視符合性評鑑程序領域中相互承認之可行性。

4. 任一執行機關應告知另一方指定之聯絡窗口。

聯絡窗口應提供相關資料確保參與雙方資訊流通，回復所有合理之詢問，並儘速解決製造商及出口商在雙邊貿易上有關技術性貿易障礙之問題。

5. 在參與雙方就諮詢及技術合作相關事項換文同意後，執行機關得於任何時候於協調委員會下建立工作小組。

6. 當執行機關或聯絡窗口有更動名稱及執掌時，參與雙方應及時以書面告知對方。

第3條

執行機關得建立有關標準化、符合性評鑑及度量衡等議題之合作，可包含但不限下列彼此感興趣之領域：

1. 消除有關技術性法規、標準、符合性評鑑程序中不必要之貿易障礙；
2. 採用國際標準以制訂國家標準，俾利消除技術性貿易障礙；
3. 促進在標準化、符合性評鑑及度量衡領域之科技合作；
4. 建立參與雙方標準化、符合性評鑑及度量衡專門機構之直接關係；

第4條

參與雙方得在符合各自內部法規下交換下列資訊：

1. 法律、規則、辦法及其他資訊，和標準化、符合性評鑑及度量衡相關機構所發行之期刊；
2. 國家標準目錄及應對方要求提供之國家標準；
3. 符合性評鑑之一般資訊及刊物、強制性驗證產品品目、包含驗證機構在內之指定驗證機構及指定與認證測試實驗室清單；
4. 市場監督方法及範圍，及對危險和/或不安全產品所採取之因應措施資訊；
5. 標準化、符合性評鑑及度量衡有關之訓練課程及提升專家能力之資訊及教材。

第5條

參與雙方將交換專家及訓練人員以進行經驗交流，提供在標準化、符合性評鑑及度量衡領域之諮詢服務與專家訓練，共同舉辦標準化、驗證、品質及度量衡之研討會，並在參與雙方有興趣之議題上進行合作研究。

第6條

1. 為確保參與雙方貿易上產品之安全，參與雙方將藉由聯絡窗口交換所有必要之資訊，並在可能範圍內採取必要措施。
2. 參與雙方之執行機關如對另一方進口商品之證書有合理關切，得採取下列一項或多項措施：

- (1) 在其市場進行調查及詢問。
- (2) 針對有疑問之產品，向製造商／出口商／符合性評鑑機構提出產品測試報告／驗證證明質詢。
- (3) 參與雙方經由執行機構之聯絡窗口提出合作需求。
接到通知之聯絡窗口應在合理時間內作出回應。

第7條

參與雙方應確保在本協定架構下所獲文件及資訊之機密性，該等文件只有在獲得提供資訊之一方以書面表示同意後，方能轉送第三者。

第8條

本協定在解釋或執行上遇有爭議時，參與雙方應透過諮詢友善解決。

第9條

除經參與雙方同意，任何一方應各自負擔執行本協定所需費用。

第10條

有關執行本協定下雙邊貿易產品上的驗證及測試，參與雙方對於包含其自然人及法人在內之第三方所提出之訴求，不負任何責任。

第11條

本協定得在參與雙方書面同意下，進行修正，任何此類修正應依本協定第12條第1項所述程序生效。

第12條

1. 本協定在接獲雙方後續通知完成協定生效所需內部法律程序之日起生效。
2. 本協定有效期為2年，到期自動續約，效期相同，除非任一方在效期屆滿90日前以書面通知另一方終止本協定。
3. 本協定之終止，並不影響在本協定下已運作之相關安排、活動或計畫直到完成該項安排，除非參與雙方同意終止。

本協定於2013年12月10日即希伯來曆5774年提別月7日，於台北簽署英文本2份。

駐台拉維夫臺北經濟辦事處
代表

張良任
代表

駐臺北以色列經濟文化辦事處
代表

Mrs. Simona Halperin
代表