

駐新加坡台北代表處
與
新加坡駐台北商務辦事處
有關消費商品安全資訊協定

第一條 範圍

- 1.1 駐新加坡台北代表處（TRO）與新加坡駐台北商務辦事處（STO），以下簡稱「雙方」，透過雙方主管機關，提供法規管理合作之安排，以建立促進消費商品安全資訊分享及交換之合作機制，爰簽署本協定。
- 1.2 為執行駐新加坡台北代表處與新加坡駐台北商務辦事處所簽署本協定之義務，雙方主管機關分別為經濟部標準檢驗局（BSMI）及標準、生產力暨創新局（SPRING）。

第二條 目的

2. 本協定之目的係為提高及強化有關消費商品安全資訊交換，以利雙方主管機關保護社會大眾之安全，並採取預防措施以降低或消除消費商品可能產生的危險。雙方主管機關同意共同合作，並盡力提供各自職權範圍內正確、即時之資訊以達到改善消費商品安全之共同目標。

第三條 資訊交換

- 3.1 雙方主管機關將各指定聯絡人，負責使用本協定附件之表格通知另一方聯絡人有關消費商品安全之資訊，資訊交換的內容得包含，但不限於下列各項：
 - (1) 商品資訊，如名稱、廠牌、型式、識別號碼、原產國、照片等；
 - (2) 製造商名稱及地址；
 - (3) 商品安全資訊，如相關之危險、違反法規、測試結果、矯正措施之實施等；及
 - (4) 對方主管機關請求之其他資訊。

- 3.2 雙方主管機關各自指定之聯絡人於收到對方請求且在合理務實可行的範圍內，將儘可能提供與消費商品安全相關之公開資訊（例如：期刊、年度報告、專案研究、法規草案、統計資料、國際會議資訊、矯正措施等）。
- 3.3 當雙方主管機關提供第 3.1 及 3.2 條資訊時，應盡力確保資訊的正確，雙方主管機關承認，並接受彼此不以任何型態的保證，擔保所提供的資訊正確無誤且完整。雙方主管機關並不就任何對方因直接或間接使用己方所提供資訊而產生的損害負賠償責任。

第四條 資訊保密

- 4.1 雙方主管機關在蒐集與接收資訊時，包含有關個人隱私、商業機密或其他具機密性質之資訊，應遵守其內部法律及行政法規，在未取得提供資訊之主管機關同意的情形下，不得使用、洩露或公開在本協定下取得之資訊予第三者，但政府部門或法定機構不在此限。
- 4.2 本條義務在本協定終止後仍屬有效。

第五條 其他活動

5. 雙方主管機關，透過其各自指定之聯絡人，將依據需要、資源、政策、經費情況、優先性及其他因素，考量進行與消費商品安全資訊交換合作相關之活動，此類活動得包含，但不限於研討會、安全訓練計畫、專家交流、技術工作小組及其他互利之活動。

第六條 各自人民優先原則

6. 本協定生效之後，雙方主管機關各自保留優先處理各自人民在其領域內相關危害之權利。

第七條 其他法律、法規及國際協定

7. 本協定及雙方、其主管機關以及主管機關指定聯絡人之責任，仍須符合所有現行法律及行政法規。任一方、其主管機關以及主管機關指定之聯絡人，確認其權利及義務受其

既存或未來相關安排之拘束。

第八條 聯絡

8. 雙方、其主管機關以及主管機關指定之聯絡人得指定一聯繫人，俾直接聯絡及溝通本協定相關事宜。

第九條 生效日期

9. 本協定於最後簽署日起生效。

第十條 修正

10. 本協定經雙方同意後得以書面修正之。

第十一條 終止

11. 除經任何一方終止，本協定持續有效。任一方得於任何時間終止本協定，並事先於 30 日前以書面通知另一方。

為此，雙方代表業經主管機關充分授權，爰於本協定簽署，以昭信守。

本協定以中文及英文各繕製二份，二種語文同一作準。倘二種語文之文義產生歧異時，以英文約本為準。

代表 駐新加坡台北代表處

代表 新加坡駐台北商務辦事處

代表人 史亞平
史亞平
代表

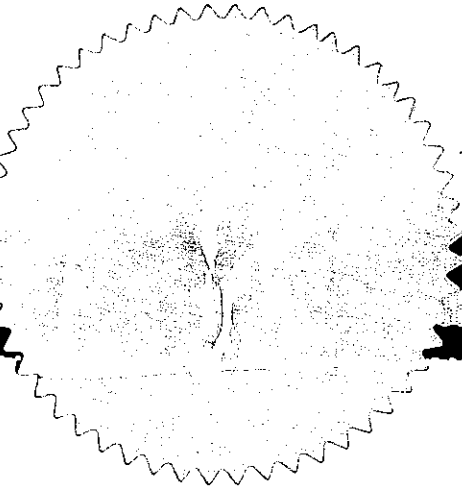
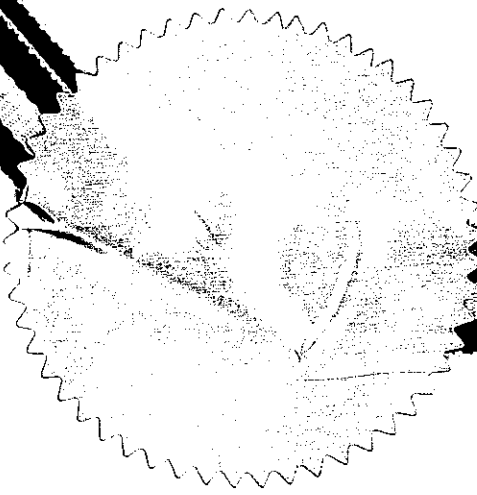
代表人 羅家良
羅家良
代表

日期 10.19.2010

日期 19.10.2010.

地點 台北市

地點 台北



附件

機密

消費商品安全警示資訊

以下警訊係依駐新加坡台北代表處與新加坡駐台北商務辦事處簽署
有關消費商品安全資訊協定第三條傳遞

資訊提供單位：	
查詢聯絡人：	
通知日期：	
商品類別：	
海關分類稅則（以世界關務組織公布者為主）：	
商品描述：	
品牌名稱：	
型號名稱／編號：	
製造年份：	
驗證標示：	
其他符合性標示（如 CE 標示）：	
製造商名稱：	
製造國：	
適用之法律或法規：	
法規管制型態（如供應商聲明、ISO 類別 1-5）：	
適用之標準，包含與 IEC 標準之關係：	
偵測方法： 意外事故、製造商通報、市場監督、工廠追查、消費者抱怨、產業通報等	
不符合情形： 如產品未取得驗證、不符合標準	
危險種類： 火災、電擊、燒燙傷、機械、輻射毒性，包含特定風險之描述	
執行措施之型態： 如產品召回（強制／自願）、禁止銷售、起訴、一般報告、持續調查、其他（適用時，網站連結）	
測試結果： 附件	
其他資訊： 附件、照片等	

免責聲明：

儘管提供本資訊之主管機關已盡力確保資訊之正確性，但本資訊主要係供一般性指導用。提供資訊之主管機關不接受因使用或依賴本資訊所直接或間接產生的損害責任。為避免疑義，本資訊不取代或改變各自管轄的法律及其他官方指導文件或要求。

Agreement
Between
The Taipei Representative Office in Singapore
And
The Singapore Trade Office in Taipei
On Information relating to Consumer Product Safety

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

FOR The Singapore Trade
Office in Taipei

BY

Vanessa Shih By
Vanessa Shih
Representative

Stanley Loh
Stanley Loh
Representative

DATE

Oct 19, 2010

DATE

19th October 2010

PLACE

Taipei, Taiwan

PLACE

Taipei

APPENDIX

CONFIDENTIAL

Safety Alert Information on Consumer Products

The following Alert Notice is being circulated in accordance with Article III of the Agreement between the Taipei Representative Office in Singapore and the Singapore Trade Office in Taipei on Information relating to Consumer Product Safety.

Information Provided by:	
Contact point for enquiries:	
Date of Notification:	
Type of Equipment:	
Custom classification (based on the World Customs Organisation – WCO):	
Description of equipment:	
Brand Name:	
Model name / number:	
Year of manufacture:	
Certification marking(s):	
Other compliance markings (e.g. CE Mark):	
Manufacturers name:	
Country of Manufacture:	
Applicable Regulations or legislation:	
Type of Regulatory Control: e.g. SDoC/ ISO type 1-5	
Applicable Standard, including IEC relationship:	
Method of detection: Accident Manufacturers notification, Market surveillance, Factory surveillance, Consumer compliant, Notification by industry.	
Compliance faults: e.g. Uncertified product, Non compliance with standards	
Type of hazards: Fire, Shock, Burns, Mechanical, Radiation Toxicity, including description of specific risk.	
Type of enforcement implemented: e.g. Product recall (enforced / voluntary); Prohibition of sale; Prosecution; General report; Ongoing investigation; Other (Website linkages if applicable)	
Test Results: Attachments	
Additional Information: Attachments, Photos, etc.	

Disclaimer

While the competent authority supplying the information has endeavoured to ensure that the information is accurate, the information is intended as a general guide only. The competent authority does not accept any liability or responsibility for any loss or damage resulting, directly or indirectly, from the use of, or reliance on, any of the information. For the avoidance of doubt, the information does not replace or alter the laws and other official guidelines or requirements of the respective jurisdictions.