

SAUDI ARABIA, KINGDOM OF*

PROGRAM OF TECHNICAL COOPERATION
BETWEEN THE BUREAU OF COMMODITY
INSPECTION AND QUARANTINE (BCIQ)
AND THE SAUDI ARABIAN STANDARDS
ORGANIZATION (SASO)

Signed on October 22, 1991
Entered into force on October 22, 1991

Preamble:

In recognition of the mutual interest in strengthening technical cooperation and facilitating trade between the Republic of China (R.O.C.) and the Kingdom of Saudi Arabia, an agreement has been reached between the Bureau of Commodity Inspection and Quarantine (BCIQ) and the Saudi Arabian Standards Organization (SASO) to renew and extend mutual technical cooperation program in the fields of Standardization, certification, quality assurance and accreditation of services;

And in response to the common desire of both parties, the following technical cooperation program has been signed, on 1412/4/15 (corresponding to 1991/10/22), between:

The Saudi Arabian Standard Org. (SASO) represented by His Excellency Dr. Khaled Y. Al-Khalaf, the Director General (First Party);

The Bureau of Commodity Inspection and Quarantine (BCIQ) represented by His Excellency Mr. Y. C. Huang, the Director General (Second Party);

for technical cooperation between them as follows:

- I. Screening and inspecting certificates of conformity by the Second Party for the electrical appliances, equipment and accessories shipped from R.O.C. to the Kingdom of Saudi Arabia, to be achieved through two phases:

Phase One:

1. The Second Party shall approve certificates of conformity presented to him, using the special seal agreed upon between both

沙烏地阿拉伯王國*

商品檢驗局與沙烏地阿拉伯
標準局間技術合作協議書
(中譯文)

八十年十月廿二日簽訂
八十年十月廿二日生效

前言：

鑒於中華民國與沙烏地阿拉伯王國為加強技術合作及促進貿易之雙邊利益，中華民國商品檢驗局（Bureau of Commodity Inspection and Quarantine 簡稱 BCIQ）與沙烏地阿拉伯標準局（Saudi Arabian Standards Organization 簡稱 SASO）同意重訂並延長雙方於標準化、驗證、品質保證及服務認證等方面之技術合作協議。

基於雙方之共同意願，於西元一九九一年十月廿二日簽訂技術合作協議如后：

沙烏地阿拉伯標準局由局長 Mr. Y. Al-Khalaf 代表—（甲方）

中華民國商品檢驗局由局長黃演鈔先生代表—（乙方）

雙方之技術合作計畫如下：

一、乙方分兩階段代審由中華民國輸入沙烏地阿拉伯之電器用品、裝備、及附件之符合規格證明。

第一階段

1. 乙方用雙方約定之簽章批准受理之符合規格證明。

Parties.

2. The Second Party shall collect fees for study and approval of certificates of conformity from manufacturers in R.O.C. according to the rules set by the First Party and remit the total amount to the First Party after deduction of 20% for his benefit.
3. This phase will commence as of the date this program is signed by both Parties and will continue for three full years.

2. 乙方依甲方訂定之規則向中華民國廠商收取符合規格證明審核費用，並將費用之80%匯予甲方，另20%歸乙方所有。

3. 此第一階段自本合約由雙方簽署後即開始，為期三年。

Phase Two:

第二階段

1. The First Party shall amend procedures of certificates of conformity so that no commodity will be allowed into the Kingdom of Saudi Arabia except after being tested by a laboratory approved by the First Party.
2. The Second Party shall test types for electrical appliances exported to the Kingdom of Saudi Arabia, issue a test report to be sent for approval by the First Party, and after approval a certificate of conformity valid for two years shall be issued.
3. The First Party may request the Second Party to inspect and test a certain commodity produced by a Chinese company and issue a test report to this effect for the First Party.
4. The Second Party shall pay the First Party an amount equal to 20% of the value of test expenses collected by him.
5. This phase will start at the request of First Party and the acceptance of the Second Party.

1. 甲方將修訂符合規格證明之程序，以確保任何產品必須先經過甲方所核准之實驗室的試驗始得輸入沙烏地阿拉伯。

2. 乙方須為輸出至沙烏地阿拉伯之電器產品實施型式試驗，並將試驗報告送交甲方，經甲方核准後發給有效期限兩年之符合規格證明。

3. 甲方可要求乙方針對某項中國廠商生產之產品實施檢驗及試驗，並將試驗報告送交甲方。

4. 乙方須將收取之試驗費用20%交付甲方。

5. 此第二階段須經甲方提出，乙方同意後始開始進行。

II. The Second Party shall:

二、乙方須履行下列約定事項：

1. Appoint a resident expert in Riyadh to work with the First Party for 12 man/month per year in any of the various standardization fields to be specified by agreement of both parties and as coordinator of the Second

1. 派遣常駐專家一名駐利雅德，（每年十二人/月）以就雙方協議之任何有關標準化事宜協助甲方，並作為乙方之連絡人。

Party in this program.

2. Appoint short term experts to work with the First Party for 36 man/month for a period of three years, in various standardization fields to be defined by the First Party.
3. Train some of the First Party employees in various standardization fields especially in the fields of electronics, electrical equipment, mechanical, and engineering products, textile, and quality control in accordance with the program to be laid down by the First Party provided that this program is coordinated in advance between both parties. The Second Party shall provide all training facilities, internal travel, and accommodation for trainees during their stay in R.O.C. and the First Party shall bear airplane tickets and delegation expenses of his employees.
4. Participate in organizing seminars, symposia and field visits in various standardization fields inside the Kingdom of Saudi Arabia and abroad.
5. Pay salaries of the resident and short term experts during their stay in the Kingdom of Saudi Arabia and provide for their airplane tickets from their country and back.

III. Experts selected by the Second Party are subject to First Party agreement before assuming their work with the First Party. The First Party is entitled to request change of any expert whose performance proves to be unsatisfactory.

IV. Duties of the Resident Expert in Riyadh shall be as follows:

1. Coordinate the execution of all items agreed upon with the Second Party.
2. Work as liaison officer between the First Party and the Second Party.
3. Give advice in matters relating to systems in force at present in the above-mentioned fields and suggest execution priority order for the First Party in the light of results

2. 指派短期駐沙技術人員（三年三十六人／月）以協助甲方所指定有關標準化事宜。

3. 依甲方之計畫代訓其人員有關各項標準化項目，尤其是電子學、電器設備、機械、工程產品、紡織及品質管制等項目，此訓練計畫須經雙方事先協調。乙方須負擔甲方人員在中華民國受訓之訓練設備、國內交通、及住宿等費用。機票及出差費由甲方支付。

4. 參與籌備沙烏地阿拉伯於其國內及國外所舉辦有關標準化之座談會，研討會及訪問事宜。

5. 支付駐沙代表及短期技術人員在沙烏地阿拉伯之薪資，並提供其往返中華民國之機票。

三、乙方所挑選之專家須經甲方同意始得上任，甲方有權要求撤換不稱職之專家。

四、常駐沙專家之職責如下：

1. 配合執行與乙方協議之所有條款。

2. 作為甲方與乙方之連絡人。

3. 就目前執行中之上述制度提出建議，並就其成果向甲方建議執行順序。

achieved by him.

4. Prepare a framework of performance and help short term expert's carry out the duties assigned to them upon the First Party consent.
5. Help the First Party in preparing and organizing training programs, and arrange for field visits to concerned technical institutes, laboratories and factories inside the Kingdom of Saudi Arabia and abroad.

V. The First Party will annually allocate the sum of SR. 950,000.00 for the execution of this program, to be spent as follows:

1. Subsidiary services (technicians, secretaries, translators, drivers and others).
2. The First Party contribution to the Second Party experts expenses.
3. Travel expenses.
4. Furnished housing, appliances, instruments, and testing materials to carry out research work and duties mentioned in this program.
5. Local transportation.
6. Office furniture and stationery.
7. Medical treatment at government hospitals in accordance with medical rules in force in the Kingdom.
8. Schooling costs of resident expert's children in the Kingdom.
9. Any other expenses necessary to execute this program.

Provided that the First Party pays necessary funds according to the needs of the Second Party.

VI. 1. Working hours for these experts are in accordance with the First Party official work hours.

4. 提出工作架構並協助短期專家完成甲方所指派之職務。

5. 協助甲方準備及策劃訓練計畫，並安排至阿拉伯境內或國外相關之技術性機構、實驗室及工廠參觀事宜。

五、甲方每年度撥付 950,000 供沙幣此協議之下列事項使用：

1. 附屬之服務（技術人員秘書、翻譯員、司機及其他）。

2. 甲方付予乙方專家之費用。

3. 交通費用。

4. 實行此協議提及之研究工作及義務所需之房屋及其設備、器具、儀器、及試驗用品。

5. 當地交通。

6. 辦公室傢俱及文具。

7. 根據沙國醫藥規定在政府醫院之醫療費用。

8. 常駐專家子女在沙國之教育費用。

9. 其他任何執行此合作協議所需之費用。

倘甲方根據乙方需要支付必需之基金。

六、

1. 所有駐沙專家之工作時數與甲方之政府工作時數相同。

2. In addition to official holidays of the Kingdom of Saudi Arabia, the resident expert is entitled to a five weeks annual vacation provided that he enjoys it at the agreeable time for both parties.

VII. The duration of this program is 36 Gregorian months as of the date of its signature and is automatically renewable unless either party has objection to this effect.

VIII. 1. The Second Party shall notify the First Party in writing of any circumstances that make it impossible for him to carry out this program in due time.

2. This program may be extended for another period according to what is agreed upon between both parties.

3. Either party may cancel this program, if found to be of no use, or should circumstances so demand, on condition that the desirous party gives the other party a one month notice at least.

IX: This program has been identically made in both Arabic and English languages, in twelve copies (six of each language), of which one copy of each is given to the representative of the Second Party after being signed on the date mentioned in the first page of this program.

[Signed]
MR. . C. HUANG
BCIQ Director General
Second Party

[Signed]
DR. KHALED Y. AL-KHALAF
SASO Director General
First Party

2. 除了沙國之國定假日外，駐沙專家可依其意願一年休假五週，惟休假時間須經甲方及乙方雙方同意。

七、本協議執行期間自簽署日起為期三年，除非雙方之任一方提出異議，否則期滿時自動換新。

八、

1. 在任何情況下，如乙方無法依時執行此協議，應以書面通知甲方。

2. 此協議可依雙方之意願延長。

3. 協議任一方若認為此協議無實際效益，或受制於環境因素，可於一個月之前通知對方取消此協議。

九、此協議以英、阿文書寫相同內容各一式，共十二份（一式六份），於本協議首頁記載之日期簽署後將兩式各一份送交乙方代表。

乙方代表
高品檢驗局局長
黃演鈔 [簽字]

甲方代表
沙烏地阿拉伯標準局局長
Dr. Khaled Y. Al-Khalaf
[簽字]