

APPENDIX

CONTACT POINTS

The Securities and Futures Commission in Taipei:

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The Securities Commission in Kuala Lumpur:

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AGREEMENT BETWEEN BUREAU OF
COMMODITY INSPECTION &
QUARANTINE MINISTRY OF ECONOMIC
AFFAIRS IN TAIPEI AND SIRIM BERHAD
IN KUALA LUMPUR ON CERTIFICATION
OF ISO 9000 QUALITY ASSURANCE
SYSTEMS

Signed on March 18, 1998
Entered into force on March 18, 1998

AN AGREEMENT MADE BETWEEN

Bureau of Commodity Inspection & Quarantine,

附錄

聯絡人

★台北證券暨期貨管理委員會

翁文祺先生
財政部證券暨期貨管理委員會
國際事務組專門委員
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八七七-三四一四二
傳真號碼：(八八六二)
八七七-三四一四六、
八七七-三四一四三

★吉隆坡證券管理委員會

巴達里亞·依斯梅小姐
證券管理委員會總務部經理
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三號
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五八
傳真號碼：六〇三一二五三一
六一八四

台北經濟部商品檢驗局及吉隆
坡馬來西亞標準暨工業研究院
品質保證驗證合作協議書

八十七年三月十八日簽訂
八十七年三月十八日生效

本合作協議書係由

中華民國經濟部商品檢驗局

Ministry of Economic Affairs, No. 4, Chinan Road, Sec. 1, Taipei, Taiwan (hereinafter referred to as "BCIQ")

and

SIRIM Berhad,
No. 1, Persiaran Dato' Menteri, P.O. Box 7035, Section 2, 40911 Shah Alam, Selangor Darul Ehsan, Malaysia (hereinafter referred to as "SIRIM")

WHEREAS:

A. Both BCIQ and SIRIM (hereinafter referred to as the "Parties") wish to collaborate and to co-operate with each other to avoid multiple assessment in assessing Quality System subject to the terms and conditions set forth in this Agreement.

1. OBJECTIVE

1.1 Both Parties under this Agreement agree to provide certification services to organisation in compliance with the international and national management system standards and to co-operate with each other to minimise costs and burdens on such organisations involving in the assessment and registration to those standards. Both Parties under this Agreement agree to the following as the basis of their collaboration:

- (a) to assess the organisation's Quality Systems on the basis of ISO 9001 and ISO 9002.
- (b) to execute standard procedures for carrying out quality audits, qualification of auditors and the certification and surveillance of an organisation's Quality System. Such procedures shall be discussed in mutually exchanged system documents.
- (c) to promote to the best of its ability the

台北市濟南路一段四號(以下簡稱 B C I Q)

及

馬來西亞標準暨工業研究院
No. 1, Persiaran Dato' Menteri, P.O. Box 7035, Section 2, 40911 Shah Alam, Selangor Darul Ehsan, Malaysia (以下簡稱 SIRIM) 協定。

鑑於 BCIQ 和 SIRIM (以下簡稱雙方) 期依據本協議之條款合作以避免品保系統之重複評鑑。

1. 目標

1.1 雙方基於本協議同意提供符合國際及國家管理系統標準之驗證服務予各機構，且減少該等機構涉及依據該等標準進行之評鑑及登錄須負擔的成本及責任。雙方同意基於以下之合作：

- (a) 依據 ISO 9001 及 ISO 9002 評鑑機構之品質系統。
- (b) 依據標準程序來執行品質稽核提供合格評審員及執行機構之品保系統之驗證及追查，該等程序應於雙方交換之系統文件中討論。
- (c) 雙方盡最大努力推展對

acceptability and customer use of the Quality System of any organisation which has been certified by either Party.

方所驗證之品質系統被客戶接受及使用。

2. BASIC PRINCIPLES

2. 基本原則

2.1 This Agreement is governed by the following basic principles:

2.1 本協議須依據下列基本原則：

- (a) Both BCIQ and SIRIM are to remain fully independent certification bodies.
- (b) This Agreement represents the preliminary understanding reached between both Parties but the implementation of the collaboration as per Clause 1 shall however be subjected to an Implementation Agreement mutually acceptable and agreed by both Parties.
- (c) Where appropriate, a Party to this Agreement agrees to use assessors employed by the other Party. The decision as to whether the assessors from the other Party should or could be used depends entirely on the Party first approached to complete the certification on the company that has applied for certification. The Party first approached shall retain full responsibility for the certification work.
- (d) Both Parties under this Agreement shall reserve the rights to assess each other Quality Systems to their respective satisfaction before entering into the Implementation Agreement.
- (e) All certification services shall be undertaken in accordance with the accreditation criteria which apply to each Party respectively. Specifically, both Parties agree to take necessary steps to ensure that the applicable rules in the following areas are at all times fully respected:

- (a) 雙方需維持全然獨立之驗證機構。
- (b) 本協議表示雙方達成初步了解，但第一條合作內容之執行須於雙方同意之實施協議中另訂。
- (c) 於適當情況，一方得同意使用另一方之評審員。應／能否使用對方之評審員由執行驗證工作之一方決定，執行驗證工作之一方須對其驗證工作負完全責任。
- (d) 雙方在達成實施協議前保有評估彼此品保系統使對方滿意之權利。
- (e) 必需根據各自之認證標準執行所有驗證服務。特別是雙方同意採取必要措施，以確保在任何時間均可顧及下列事項之實施原則：

(i) confidentiality and security;

(i) 保密及保全考量

(ii) conflicts of interest; and

(ii) 利益衝突

(iii) assessor qualification and education

(iii) 評審人員之資格及教育程度

(f) The party located in the same country as the company shall be the primary contact for all communications and contact the company (The "Primary Contact"). For companies outside Taiwan and Malaysia, the Primary Contact shall be decided by mutual agreement.

(f) 雙方須分別為本國公司之優先聯絡點，然而不位於台灣和馬來西亞的廠商優先聯絡點需由雙方協議決定。

3. AREAS OF CO-OPERATION

3. 合作範圍

3.1 The Parties agree to co-operate inter alia in the following areas:

3.1 雙方同意下列範圍之合作：

(a) joint assessment leading to the issue of certificates by one or both Parties.

(a) 雙方之聯合登錄由一方或雙方出具證書

(b) acceptance of the audit report.

(b) 接受審查報告

(c) any other areas of mutual interest between both Parties.

(c) 任何對雙方有利之範圍

4. CERTIFICATIONS

4. 驗證

4.1 Where the Parties assist one another on a certification project, each Party shall be entitled to issue its own certificates as each Party has determined independently that such issuance is consistent with its own rules of procedures and those which imposed by their respective Accreditation Bodies and upon completion of the necessary assessment. Neither Party shall be entitled to use the name or logo of the other Party and the other Party's accreditation body without the express written consent of the other Party.

4.1 雙方互相協助於一驗證計畫時，一方須出具證書，根據必需的評估標準，維持過程的一致性。任何一方需有對方書面同意，否則不得使用對方之名稱或標誌。

5. FINANCIAL CONSIDERATIONS

5. 財務考量

5.1 Each party shall bear its own costs in re-

5.1 雙方須各自負擔本協議合

spect of the co-operation envisaged by this Agreement unless otherwise specifically agreed by the Parties in respect of any specific project.

5.2 The fees to be charged to customers for joint certifications shall be mutually agreed by the Parties before the work being initiated. Such fees shall be passed onto the customers jointly or independently in respect of the circumstances that prevail for each project.

6. NOTICE

6.1 Each party shall clarify the contents of this Agreement to its client to avoid misunderstanding and where mutually agreed by both Parties, to provide copies of the Agreement to the clients.

7. LIABILITY

7.1 Both Parties shall indemnify each other, their respective officers and employees harmless from any liability to any third party resulting directly from the collaboration under this Agreement, other than any liability resulting from the Party's proven negligence.

8. AMENDMENT AND TERMINATION

8.1 Any amendment, variation, change or alteration to this Agreement may be made at any time by mutual consent of both Parties. No such amendment shall be effected unless be made in writing and signed by the representative of both Parties.

8.2 Either Party may terminate this Agreement by sending 90 days written notice to the other Party.

This agreement, drawn up in duplicate in English, shall come into force upon signatures.

作內容之花費，除非特定計畫以雙方同意之方式負擔費用。

5.2 聯合登錄驗證之費用須於工作開始前由雙方同意決定。該等費用須視情況，針對個別案件各別或聯合向廠商收取。

6. 注意事項

6.1 任何一方須明確的告知客戶合約內容及雙方同意事項以避免誤解發生，且需提供合約影本給客戶留存。

7. 應負責任

7.1 除了因簽約一方經證明之疏忽而導致的損害賠償外，雙方應避免對方其官員及員工因本協議之合作而直接導致對第三者之損害賠償。

8. 修訂及解約

8.1 本協議可於任何時間由雙方同意修訂、改變，所有修訂須由書面訂定並由雙方代表簽署始生效。

8.2 任何一方如要解約需在九十天前以書面通知。

本協議以英文訂定，一式二份，自簽署日起生效。

Signed at BCIQ, Taipei on March 18, 1998

一九九八年三月十八日於台北簽署

BY

由

[Signed]
MR. CHEN TSO-CHEN
Director General
Bureau of Commodity
Inspection & Quarantine
(BCIQ)

陳佐鎮
局長
商品檢驗局

witnessed by

見證人

[Signed]
MS. HUEIH-MEEI WU
Deputy Director General
Bureau of Commodity
Inspection & Quarantine
(BCIQ)

吳慧美
副局長
商品檢驗局

BY

由

[Signed]
DR. MOHD. ARIFFIN HJ. ATON
President & Chief Executive
SIRIM Berhad
(SIRIM)

DR. MOHD. ARIFFIN HJ. ATON
總裁及首席執行員
SIRIM Berhad
(SIRIM)

witnessed by

見證人

[Signed]
DR. MOHD. YUSOFF BIN ZAKARIA
Vice President
Standards & Quality Services Division
SIRIM Berhad
(SIRIM)

DR. MOHD. YUSOFF BIN
ZAKARIA
副總裁
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