

RECIPROCAL AGENCY AGREEMENT

BY AND BETWEEN

BUREAU OF COMMODITY INSPECTION AND QUARANTINE

REPUBLIC OF CHINA

AND

THE SOUTH AFRICAN BUREAU OF STANDARDS

REPUBLIC OF SOUTH AFRICA

RECIPROCAL AGENCY AGREEMENT

MEMORANDUM OF AN AGREEMENT FOR THE PERFORMANCE OF INSPECTION SERVICES, ENTERED INTO BY AND BETWEEN

BUREAU OF COMMODITY INSPECTION AND QUARANTINE

Republic of China

herein represented by

PENG-SIANG HSU

in his capacity as Director General

(hereinafter referred to as "BCIQ")

AND

THE SOUTH AFRICAN BUREAU OF STANDARDS

Republic of South Africa

herein represented by

JEAN PRIEUR DU PLESSIS

in his capacity as President

(hereinafter referred to as "SABS")

Preamble—

WHEREAS both the BCIQ and the SABS have valuable services and contacts to offer in the field of quality system certification, as organizations which conduct quality system inspections and operate quality system registration schemes, now therefore the parties agree as follows :

1 General

1.1 The following procedures detail the basis under which it is agreed that BCIQ will perform as inspection agent of SABS and SABS will perform as inspection agent for BCIQ in their respective countries.

1.2 Neither BCIQ nor the SABS is authorized to make any commitments to or arrangements on behalf of the SABS and BCIQ, respectively, with any person, firm or corporation except as specifically provided for in this agreement or otherwise agreed to in writing by the parties.

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1.3 This agreement shall commence on the effective date which shall be the last date of signature of this agreement.

1.4 The provisions as detailed in this agreement from clause 2 to clause 10, as well as Schedule A, will apply *mutatis mutandis* to BCIQ/SABS, except the obligation of the terms of clause 2.1 will be carried out in their respective countries.

2 Inspection

2.1 As directed by BCIQ, the SABS shall visit suppliers or services registered to BCIQ ISO 9001 or 9002 located in South Africa, and shall carry out audits for the monitoring of continued compliances with the requirements of the standard they are registered to in the manner prescribed in Schedule A attached hereto.

As directed by SABS, BCIQ shall visit suppliers or services registered to SABS ISO 9001 or 9002 located in Taiwan, R.O.C. and shall carry out audits for the monitoring of continued compliances with the requirements of the standard they are registered to in the manner prescribed in Schedule A attached hereto.

2.2 Frequency of inspection calls to any factory shall be specified by BCIQ/SABS at the time of assignment of the inspection responsibility and shall, in any event, be not less frequent than once per year.

3 Pre-certification inspection

BCIQ agrees, on receipt of written instruction from SABS, to carry out factory inspection prior to certification, for the purpose of determining the manufacturer's ability to produce a complying product on a continuing basis. Details of aspects to be investigated will be given by SABS to BCIQ at the time of assignment of the particular work project.

The SABS agrees, on receipt of written instructions from BCIQ, to carry out factory inspection prior to certification, for the purpose of determining the manufacturer's ability to produce a complying product on a continuing basis. Details of aspects to be investigated will be given by BCIQ to SABS at the time of assignment of the particular work project.

4 Recovery of cost

BCIQ and SABS shall each, when applicable, invoice customers for services they have supplied, unless other agreements have been made in separate cases.

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5 Confidentiality

All documents and information concerning the client and/or the test sample that come to the attention of BCIQ or the SABS shall be regarded as strictly confidential among the parties and the client. The fact that a product certified by BCIQ/SABS has been subjected to SABS/BCIQ activities covered by the agreement shall not be referred to in the manufacturer's marketing or sales activities, information materials or any other similar documentation.

6 Indemnity

6.1 The SABS shall indemnify and hold harmless BCIQ, and its council, directors, officers and staff members against any and all damages, claims, losses, liabilities, expenses, fines, penalties or suits from third parties, which may arise as a consequence of an act or omission by SABS.

BCIQ shall indemnify and hold harmless SABS, and its council, directors, officers and staff members against any and all damages, claims, losses, liabilities, expenses, fines, penalties or suits from third parties, which may arise as a consequence of an act or omission by BCIQ.

6.2 Any admission, whether express or implied, of liability made by BCIQ or SABS, without the consent of the other party, in connection with any claim or legal proceedings against it (other than a claim or legal proceedings inter se) in regard to a matter to which this agreement relates, shall nullify the indemnification in favour of the party making such admission.

6.3 Failure by a party to raise and pursue a valid and available defence to a claim or in legal proceedings shall for the purpose Clause 6.2 be deemed to be an admission of liability.

7 Continuity

7.1 Both parties shall ensure that personnel selected for performing the services for either parties hereunder shall be conversant with the manner in which their duties are to be carried out.

7.2 The assignment by BCIQ or SABS of its rights or duties under this agreement without the consent of the other party shall be null and void.

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7.3 Nothing in the Agreement contained shall be construed as preventing the parties from itself performing any of the services referred to herein.

8 Termination

8.1 Upon written notice of not less than 6 calendar months by either party or such lesser notice as may be mutually acceptable.

8.2 This Agreement may also be terminated by either party if at any time either party commits any breach of this Agreement, which breach (if capable of remedy) is not remedied within thirty days of the receipt of a written notice specifying the breach and calling upon the party to remedy it.

8.3 Nothing herein contained shall be construed as excluding the cancellation or other termination of the agreement on any ground recognized under the common law.

8.4 The parties may withdraw from the agreement with immediate effect, provided that anyone of the parties has lost its accreditation and/or authorization to perform such services which forms the subject of this agreement.

8.5 Termination of this agreement by whatever manner or means and on whatever ground shall not affect any liability of the parties existing as of such termination.

9 Applicable law

The validity and performance of this construed Agreement shall be governed in all respects by the laws of the R.O.C. and South Africa respectively.

10 Correspondence

Any correspondence intended for BCIQ shall be addressed to

The Director General
Bureau of Commodity Inspection and Quarantine
Ministry of Economic Affairs
4, Chinan Road, Sec. 1
Taipei, TAIWAN, R.O.C.

and any correspondence intended for the SABS shall be addressed to

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The President
The South African Bureau of Standards
Private Bag X191
PRETORIA, 0001
Republic of South Africa

This Agreement, drawn up in duplicate in English, shall come into force upon the signature of both parties.

Signed at TAIPEI on the 30th day of December 1996

AS WITNESSES:

1) [Signature]
2) [Signature]

[Signature]
PENG-SIANG HSU
DIRECTOR GENERAL
for Bureau of Commodity Inspection and Quarantine

Signed at PRETORIA on the 17th day of January 1997 [Signature]

AS WITNESSES:

1) [Signature]
2) [Signature]

[Signature]
JEAN PRIEUR DU PLESSIS
PRESIDENT
for South African Bureau of Standards

Schedule A
Audit Procedure

1. Involvement of agency

The agency shall be notified in writing by the SABS when listing to SABS ISO 9001 and 9002 is granted or by the BCIQ when listing to BCIQ ISO 9001 and 9002 is granted. Such notification shall contain comprehensive details regarding the name and factory address of the manufacturer and the scope of listing. It shall be accompanied by a schedule or alternative document(s) clearly indicating the requirements against which audit is to be performed. It shall specify the date of first audit.

2. Access to manufacturer's premises and records

In terms of the agreement between the SABS and the manufacturer, the agency shall at all times during operating hours have free and unobstructed access to the manufacturing, storage and office areas of the factory and the production and other records relating to the manufacturing process. The agency shall not enter into any independent or alternative agreement with the manufacturer in regard to access. The agency shall direct its representative to exercise due care in complying with any safety regulations which may be applicable generally to the manufacturer's plant personnel.

3. Purpose of assessments/audits

The purpose of audits by the agency shall be as far as possible to ensure that the manufacturer is capable of maintaining a satisfactory and consistent level of quality assurance.

4. Carrying out of assessments/audits

4.1 Upon arrival at the factory the agency representative shall present himself to the person designated by the factory management. This person may, if he so wishes, accompany the agency representative on his assessment/audit tour of the factory.

The agency representative shall not enter any part of the factory that is not essential for the purpose of his assessment/audit.

4.2 Only an assessment/audit *in loco* shall be undertaken by the agency.

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4.3 If the agency representative notices deviations from the SABS/BCIQ requirements, he shall enter the relative particulars on the audit report (see 5) and require the manufacturer with immediate effect to introduce corrective measures.

In the case of deviations from the BCIQ/SABS requirements the agency shall inform the BCIQ/SABS with the minimum of delay.

4.4 Should the manufacturer agree to corrective measures in terms of 4.3 above, the agency representative shall, by such audit as he deems expedient, verify that the measures have indeed been put into effect. When he is satisfied that the manufacturer's production pattern has returned to normal or that any other deviation from the BCIQ/SABS requirements has been eliminated, he shall revert to normal intervals of audits.

5. Reporting

5.1 The agency representative shall prepare an assessment/audit report. The report shall be despatched to the BCIQ/SABS as indicated in 5.3.

5.2 The assessment/audit report shall show the following :

- (a) any non-conformities against the requirements of ISO 9001/9002;
- (b) any information regarding the company that may be of value to the BCIQ/SABS;
- (c) particulars of amendments, if any;
- (d) particulars of negotiations between the agency representative with the manufacturer in terms of 4.3, and of any agreement reached. Unsolved problems shall be referred to the BCIQ/SABS; and
- (e) any other information which may be of assistance to the BCIQ/SABS, the manufacturer or the agency.

5.3 One copy of the assessment/audit report shall be despatched to the BCIQ/SABS; one copy shall be handed to the manufacturer and one copy may be retained by the agency for record purposes.

5.4 The assessment/audit report shall state changes, if any, in the ownership or address of the factory.

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中華民國經濟部商品檢驗局（BCIQ）

及

南非共和國南非標準局（SABS）

合作協議書

合作協議書

中華民國商品檢驗局
局長許鵬翔代表
(以下簡稱 "BCIQ")

及

The South African Bureau of Standards
Republic of South Africa
herein represented by
JEAN PRIEUR DU PLESSIS
in his capacity as President
(herein referred to as "SABS")

宗旨一

BCIQ及SABS雙方就品質驗證系統提供服務及聯繫，執行品質系統審查及進行品質系統登錄制度，雙方同意以下事務：

1 通則

- 1.1 以下程序詳述BCIQ及SABS同意相互為另一方在其國內之審查代理。
- 1.2 BCIQ及SABS任何一方均未被授權自行代表另一方與任何個人，公司或法人團體同意任何承諾或約定，除非在本合約內經雙方特別以書面同意註明在先。
- 1.3 本合作協議書自簽約日期起生效。
- 1.4 本合約章程自第二至十條包括附錄A均適用於BCIQ/SABS，除第2.1項所載義務分別於雙方國內執行。

2 審查

- 2.1 SABS受BCIQ之委託，前往位在南非已取得BCIQ ISO 9001或 9002登錄之廠商，執行追查以便監督是否持續符合附錄A之規定。

BCIQ受SABS之委託，前往位在中華民國台灣已取得SABS ISO 9001或 9002登錄之廠商，執行追查以便監督是否持續符合附錄A之規定。

- 2.2 工廠審查次數由BCIQ/SABS依照每次檢查業務規定，不得少於一年一次。

3 登錄前審查

BCIQ同意，接獲SABS之書面通知後執行登錄前審查，以便確認廠商是否有能力持續製造合格產品水準。詳細審查項目應於該特定工作計畫決定時由SABS事先告知BCIQ。

SABS同意，接獲BCIQ之書面通知後執行登錄前審查，以便確認廠商是否有能力持續製造合格產品水準。詳細審查項目應於該特定工作計畫決定時由BCIQ事先告知SABS。

4 收費

BCIQ或SABS應各自依照服務項目向廠商收費，除非在其他約定中另作安排。

5 保密措施

BCIQ或SABS經手保管涉及廠商或測試樣品之相關文件及資料，應視為機密。另經由BCIQ/SABS認可產品乙節純屬本合約內規範行爲，不得做為廠商行銷、業務活動、文宣或其他相關資料之使用。

6 賠償

6.1 如因SABS本身所造成之損害及疏失，不得要求BCIQ之任何委員會議、主管、官員或職員負責任何賠償、損失、責任險、費用、罰鍰、罰則或第三者所提出之訴訟。

6.2 如因BCIQ本身所造成之損害及疏失，不得要求SABS之任何委員會議、主管、官員或職員負責任何賠償、損失、責任險、費用、罰鍰、罰則或第三者所提出之訴訟。

6.3 如一方有過失且未能根據申訴或法律程序提出或尋求有利之舉證，則應依據上述6.2項視為承認責任。

7 一貫性

7.1 雙方應確保指派人員均克盡義務執行規定工作。

7.2 BCIQ或SABS指定業務所包括之權利或義務，如無另一方之同意則視同無效。

7.3 本合作協議書內之約文不含任何有礙雙方執行本約之解釋文句。

8 解約

8.1 任一方六個月以上之書面通知或經雙方同意少於六個月之通知。

- 8.2 雙方如有違約情形，且未能於接獲書面通知卅天內如期完成應改善措施。本合約即可由任一方於任何時間逕行解約。
- 8.3 本合作協議書內之約文，在一般法律下不含任何有礙雙方執行取消或終止本約之解釋文句。
- 8.4 任一方如喪失認證或被取消授權執行本合作協議書所列業務，另一方即可立即解約。
- 8.5 本合作協議書無論以何種方式解約，均不影響雙方目前之義務。

9 適用法律

本合作協議書受中華民國及南非共和國法律解釋其公信力及執行。

10 通訊

BCIQ之通訊地址如後：

The Director General
Bureau of Commodity Inspection and Quarantine
Ministry of Economic Affairs
4, Chinan Road, Sec. 1
Taipei, TAIWAN, R.O.C.

SABS之通訊地址如後：

The President
The South African Bureau of Standards
Private Bag×191
PRETORIA, 0001
Republic of South Africa

本合作協議書英文一式兩份，自簽約日期起生效。

1996年12月30日於台北簽署

見證人：

- 1) 林 能 中
- 2) 周 廷 光

許 鵬 翔
局 長
商品檢驗局

1997年1月17日於PRETORIA

見證人：

- 1) _____
- 2) _____

JEAN PRIEUR DU PLESSIS
PRESIDENT
For South African Bureau of standards

程序A 追查程序

1. 代施機構業務範圍
如有廠商取得SABS認可ISO 9001 或 9002 應已書面通知代施機構。
類似通知應包括製造商之名稱及工廠地址及登錄範圍。連同時間表或同等文件明確指出追查程序應遵守要求，包括指出初次追查日期。
2. 製造商場地及記錄
根據SABS與製造商所訂合約，代施機構在工作時間內可隨時察看工廠、製造、儲存及辦公地點，製程與其他有關製造過程紀錄。代施機構不得就本項規定與製造商單獨另訂合約或其他相關契約。代施機構應指示其代表遵守製造商廠內一般人事適用安全規定。
3. 評鑑 / 追查目的
代施機構執行追查之目的在於確保製造商有能力維持一合乎規定及穩定之品保標準。
4. 執行評鑑 / 追查
 - 4.1 代施機構代表抵達工廠時，應向工廠管理人員表明身份在先。該管理人員亦可隨同代表視察工廠。
代施機構代表不得進入與其他追查項目無關之區域。
 - 4.2 代施機構僅可執行特定之評鑑 / 追查地點。
 - 4.3 代施機構代表如有查知不符SABS / BCIQ符合標準，該代表應將差異性列入追查報告（見第5項）並要求製造商立即採取改善措施。
代施機構應儘速通知BCIQ / SABS 不符標準之處。
 - 4.4 如製造商同意上述 4.3項之改善措施，代施機構代表認為有必要採取相關措施，應確認該項措施是否確實執行。如製造商之製程已恢復正常標準或其他缺點已獲改善後，則可繼續恢復正常追查程序。
5. 報告
 - 5.1 代施機構代表應準備評鑑 / 追查報告。該份報告應依照5.3項送達 BCIQ / SABS 。
 - 5.2 評鑑 / 追查報告應列舉以下各項：
 - (a) 任何不符ISO 9001/9002標準之缺點。
 - (b) BCIQ / SABS 可能需要之任何資料。
 - (c) 如有任何補充資料。
 - (d) 代施機構與製造商依照4.3項所達成之協議或協商內容。
 - (e) 任何可能有助於BCIQ / SABS，製造商或代施機構之相關資料。
 - 5.3 評鑑 / 追查報告需備妥一份送交BCIQ / SABS，一份交由製造商及另一份由代施機構保留存檔。
 - 5.4 評鑑 / 追查報告如有更改，應註明工廠之所有人及地址。