

駐紐西蘭臺北經濟文化辦事處與紐西蘭商工辦事處
標準、技術性法規及符合性評鑑法規管理合作協議

駐紐西蘭臺北經濟文化辦事處與紐西蘭僑工辦事處（以下簡稱雙方）同意簽署有關標準、技術性法規及符合性評鑑法規管理合作協議（以下稱本協議）。本協議之目的係為使雙方達到更有效、有系統及透明化之法規管理合作，以降低消費者及製造商之相關法規成本，並維持對健康、安全、消費者及環境之適當保護。

第 1 節 範圍

- 1.1 本協議之法規管理合作範圍，主要涵蓋雙方依第 3 節決定之產品部門，涉及標準化、技術性法規及符合性評鑑程序之議題。

第 2 節 執行單位

- 2.1 本協議之執行單位如下：
- (1) 經濟部標準檢驗局，臺北；
 - 及
 - (2) 經濟發展部，威靈頓。

第 3 節 法規管理合作工作計畫

- 3.1 雙方將在協議簽署日起算之 12 個月內，共同決定在本協議下建立法規管理合作工作計畫之產品部門及優先議題。工作計畫及其目標，將於本協議附錄詳細說明。
- 3.2 雙方將本共同利益及互惠之原則，決定工作計畫之產品部門及優先議題。
- 3.3 工作計畫之目的在：
- (1) 進一步執行良好法規作業之原則；
 - (2) 改善技術性法規之品質、透明化及有效性；
 - (3) 發展並執行風險管理相關活動；及
 - (4) 達到更高的法規符合目標。
- 3.4 咸認開放性之溝通有助於建立法規主管機關間之信心、執行工作計畫及深化合作活動，雙方將尋求
- (1) 相關法規主管機關之參與；

- (2) 促進意見及經驗之交換；及
- (3) 法規政策方針與相關事務之資訊分享。

3.5 雙方得於任一階段共同決定，並建立進一步之工作計畫。

第 4 節 良好法規作業

- 4.1 工作計畫如與執行良好法規作業相關時，雙方將共同合作建立有效之機制，以推動制訂並採認高品質之技術性法規。
- 4.2 雙方將提升對彼此法規作業之瞭解，以提升法規品質，並於適當時，推動法規之調和。雙方可透過包含但不限於下列議題之資訊交換，以達到前述之目標：
 - (1) 透明化之規定；
 - (2) 公開諮詢；
 - (3) 影響評估方法；
 - (4) 風險評鑑方法；及
 - (5) 符合性評鑑程序。
- 4.3 雙方在有關透明化及公眾參與方面，應確保其法規作業程序提供對方及所有利害關係人提出建設性意見之機會，並給予合理之考量。

第 5 節 相互承認

- 5.1 工作計畫如涉及相互承認時，雙方在考量各自之行政程序後，將給予正面考量，並適當運用可能之機制以促進符合性評鑑結果之跨境接受。

第 6 節 標準制定活動

- 6.1 工作計畫如涉及標準制定活動時，雙方將推動並鼓勵各自標準機構間，就與技術性法規相關，且屬於各自執行單位權限之強制性標準進行合作，
 - (1) 交換各自官方標準機構所發行之標準、資訊及期刊，官方標準目錄、個別官方標準及標準計畫等資訊，以增進彼此之瞭解；

- (2) 讓專家以觀察員身份參與彼此標準制定之官方技術委員會，並就重要之標準化議題進行合作；及
- (3) 合作評估特定產品安全之標準差異，並依各自之規定與程序進行相關標準化活動。

第 7 節 消費商品之市場監督

- 7.1 工作計畫如涉及消費商品市場監督時，雙方將交換下列資訊以確保消費商品的安全：
 - (1) 市場監督一般性資訊及執行活動；
 - (2) 產品之風險；
 - (3) 重要之產品下架或回收作業；
 - (4) 事故分析及風險警示；
 - (5) 有關消費商品安全之年度報告、案例研究或統計；及
 - (6) 與消費商品安全議題相關之其他文件、討論文件或技術。
- 7.2 雙方將就風險管理原則之發展及執行進行合作，包含產品監督、安全、符合性及執法作業。雙方在資源及其他條件容許時，考慮在個案之基礎上，執行對雙方有利之安全訓練計畫、專家交流及其他活動。

第 8 節 機密性

- 8.1 雙方應確保本協議架構下所獲取文件或資訊之機密性。該等資訊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 9 節 執行

- 9.1 雙方於必要時得共同設立工作小組，以協助本協議下工作計畫之討論。
- 9.2 雙方將分別指定工作小組之聯絡人，並通知對方。
- 9.3 雙方將定期檢討第 3 節所述工作計畫之執行情形，以評估相關活動是否有效達成本協議之目標。

- 9.4 雙方須將所有決定作成紀錄，包含依第 9.2 節指定之工作小組聯絡人、依第 10 節指定之聯繫窗口及依第 3.5 節訂出之進一步工作計畫，並以換文方式，列為本協議之附件。

第 10 節 聯繫窗口

- 10.1 每一方將指定一聯繫窗口，以執行與本協議有關之書信往返及溝通。

第 11 節 生效、檢討及終止

- 11.1 本協議於最後簽署之日起生效。
- 11.2 本協議，或任何附件，得於任何時間由任一方代表以書面方式提出檢討，並得於任何時間，經雙方書面同意後修正。
- 11.3 任何一方得於 6 個月前，以書面通知他方終止本協議。

本協議以中文及英文各繕 2 份，2 種約文同一作準。倘 2 種約文之文義產生歧異時，以英文約本為準。

駐紐西蘭臺北經濟文化辦事處

紐西蘭商工辦事處



蔡爾晄
代表

2010年2月6日簽署於 臺北市
紐西蘭



Michelle Slade
代表

2010年3月4日簽署於 TAIPEI

Regulatory Cooperation Arrangement
on
Standards, Technical Regulations and Conformity Assessment
between
the Taipei Economic and Cultural Office in New Zealand
and
the New Zealand Commerce and Industry Office

The Taipei Economic and Cultural Office in New Zealand (TECO) and the New Zealand Commerce and Industry Office (NZCIO) ("the Participants") have approved an Arrangement on Regulatory Cooperation on Standards, Technical Regulations and Conformity Assessment ("the Arrangement"). The purpose of this Arrangement is to achieve more effective, systematic and transparent regulatory cooperation between the Participants in order to balance the costs associated with regulations to consumers and manufacturers with the appropriate protection for health, safety, consumers and the environment.

Paragraph 1 Scope

- 1.1 Regulatory cooperation under this Arrangement will be centred on issues involving standardisation, technical regulations and conformity assessment procedures relating to traded goods in sectors decided by the Participants in accordance with Paragraph 3.

Paragraph 2 Implementing Agencies

- 2.1 For the purposes of the Arrangement the implementing agencies will be:

- (a) The Bureau of Standards, Metrology and Inspection, Ministry of Economic Affairs, Taipei;
and
- (b) Ministry of Economic Development, Wellington.

Paragraph 3 Regulatory Cooperation Work Programmes

- 3.1 The Participants will, within a period of 12 months from the date of signature of this Arrangement, identify and jointly decide sectors and priority issues for which Regulatory Cooperation Work Programmes will be established under this Arrangement. The Work Programmes, including their objectives, will be elaborated in Annexes to this Arrangement.
- 3.2 In identifying and deciding sectors and priority issues, the Participants will focus on areas of common interest and mutual benefit.
- 3.3 Work Programmes will aim to:
 - (i) Further implement principles of Good Regulatory Practice ("GRP");
 - (ii) Improve the quality, transparency and effectiveness of technical regulations;

- (iii) Develop and implement initiatives around risk management; and
 - (iv) Achieve better regulatory compliance.
- 3.4 Recognising the importance of open communications when building confidence between regulators, implementing Work Programmes and deepening cooperative activities, the Participants will seek to:
- (i) Engage with relevant regulatory authorities;
 - (ii) Promote exchange of views and experiences; and
 - (iii) Share information on regulator approaches and other relevant matters.
- 3.5 Further Work Programmes may be established by mutual decision of the Participants at any stage.

Paragraph 4 Good Regulatory Practice

- 4.1 Where a Work Programme relates to implementing principles of GRP, the Participants will work together to build effective mechanisms to promote the development and adoption of better quality technical regulation.
- 4.2 The Participants will enhance their understanding of each others' regulatory practices with a view to promoting quality regulation and, where appropriate, regulatory alignment. This can be facilitated through exchanges on a range of issues, including but not limited to:
- (i) Transparency provisions;
 - (ii) Public consultations;
 - (iii) Impact assessment methodologies;
 - (iv) Risk assessment methodologies; and
 - (v) Conformity assessment procedures.
- 4.3 The Participants will ensure, with respect to transparency and participation of the public, that their regulatory procedures include the opportunity for the Participants and all interested parties to have meaningful input which receives reasonable consideration.

Paragraph 5 Mutual Recognition

- 5.1 Where a Work Programme relates to mutual recognition, the Participants, taking into account their respective administrative procedures, will promote positive consideration and appropriate use of a range of possible mechanisms to facilitate the cross-border acceptance of conformity assessment results.

Paragraph 6 Standards Development Activities

- 6.1 Where a Work Programme relates to standards development activities, the Participants will promote cooperation between their respective Standards bodies, in respect of the regulatory standards that are referenced in technical regulations and fall within the responsibility of the respective implementing agencies, including by encouraging:
- (i) The exchange of normative documents, information and periodicals published by the respective official standardisation bodies, catalogues of official standards, separate official standards and standards programmes for the purpose of enhancing mutual understanding;
 - (ii) Participation of specialists/experts, as observers, at each other's officials technical committees for standards development and for collaboration on important standardisation issues; and
 - (iii) Cooperation in comparatively assessing specific product safety standards and in initiating standardisation activities according to their respective rules and procedures.

Paragraph 7 Market Surveillance of Consumer Products

- 7.1 Where a Work Programme relates to market surveillance of consumer products, the Participants will exchange a range of information to help ensure the safety of consumer products, including:
- (i) General information on market surveillance and enforcement activities;
 - (ii) Risks of products;
 - (iii) Major withdrawal/recall operations;
 - (iv) Incident analysis and hazard alerts;
 - (v) Annual reports, case studies or statistics relating to consumer product safety; and
 - (vi) Other documents, discussion papers or techniques on issues relating to consumer product safety.
- 7.2 The Participants will cooperate on the development and implementation of risk management principles including product monitoring, safety, compliance and enforcement practices. The Participants will consider, on a case-by-case basis and subject to resource and other limitations, implementing safety training programmes, expert exchanges and other activities that are considered to be mutually beneficial.

Paragraph 8 Confidentiality

- 8.1 The Participants will ensure confidentiality concerning documents and information designated as such that are received within the framework of this Arrangement. Such confidential information will only be transferred to a third party after gaining the written consent of the Participant that provided the information.

Paragraph 9 Implementation

- 9.1 The Participants may, where necessary, jointly establish working groups to facilitate the discussions on Work Programmes established under this Arrangement.
- 9.2 Each Participant will identify a contact point for communications within each working group and notify this to the other Participant.
- 9.3 The Participants will regularly review the implementation of Work Programmes established under Paragraph 3 with a view to evaluating the effectiveness of actions in fulfilling the purpose of this Arrangement.
- 9.4 The Participants will record all decisions, including designation of working group contact points under Paragraph 9.2, designation of liaison points under Paragraph 10, and the establishment of further Work Programmes under Paragraph 3.5, by exchange of letters which will be annexed to this Arrangement.

Paragraph 10 Liaison Points

- 10.1 Each of the Participants will designate liaison points to whom correspondence and communications concerning this Arrangement will be directed.

Paragraph 11 Coming into Effect, Review and Termination

- 11.1 This Arrangement will come into effect on the date of the last signature.
- 11.2 The Arrangement, or any Annexes to it, may be reviewed at any time by the written request of the representatives of either Participant, and may be changed at any time by written consent of both Participants.

11.3 Either Participant may terminate this Arrangement by giving six months written notice to the other Participant.

Signed in duplicate in the Chinese and English languages, each text having equal validity. In the case of any divergence of meaning between the two texts, the English text will prevail.

For the Taipei Economic and Cultural
Office in New Zealand:

For the New Zealand Commerce and
and Industry Office:

Tsai Erh-huang

Michelle Slade

Tsai, Erh-huang

Michelle Slade

Representative

Director

Signed at Wellington this 16 day
of Feb 2010

Signed at Taipei this 3rd day
of MARCH 2010

