

BSMI/SEMKO Amendment Agreement

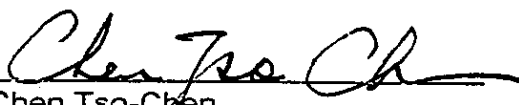
The BUREAU OF STANDARDS, METROLOGY AND INSPECTION (BSMI) and the SEMKO AB hereby agree to amend the former name in the following original Agreements which the parties concluded before.

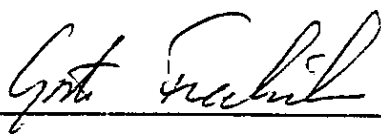
1. MEMORANDUM OF UNDERSTANDING dated January 1994.
2. ANNEX A TO THE MEMORANDUM OF UNDERSTANDING dated June 1996.

IN THE WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in duplicated to become effective on the date of signature by their representatives.

For the Bureau of Standards,
Metrology and Inspection (BSMI)

For SEMKO AB


Chen Tso-Chen
Director General


Gösta Fredriksson
President

Date: March 12, 1999

Date: March 25, 1999

MEMORANDUM OF UNDERSTANDING (MoU)
between
BCIQ and SEMKO

PARTIES BCIQ, Bureau of Commodity Inspection and Quarantine
4, Chinan Rd, Sec. 1
TAIPEI
TAIWAN, R.O.C.

In this MoU called **BCIQ**.

SEMKO AB
P.O. Box 1103
S-164 22 KISTA
SWEDEN

In this MoU called **SEMKO**.

PREAMBLE

The Bureau of Commodity Inspection and Quarantine under the Ministry of Economic Affairs (MOEA) has been established as the national supreme authority in commodity inspection. The commodities which have been promulgated by MOEA to be subject to inspection must pass the inspection of BCIQ before they can be exported, imported, or marketed. BCIQ also offers testing and certification services for commodities, including electrical products.

SEMKO conducts product safety evaluations including testing and certification of products and components of manufacturers.

The parties have recognized the need to efficiently respond to requests for certification of products manufactured in Taiwan, in order to make it possible for the manufacturers to place safe products on the Nordic and the European markets. The products shall be provided with an S-mark making the certification visible for the chain of commerce and the market surveillance.

This MoU describes the arrangements between BCIQ and SEMKO to facilitate the process of product safety certification. Where testing by BCIQ is included, the range of products is limited to what has been specified in Annex A.

1 PURPOSE

The objective of this MoU is to provide a mechanism whereby BCIQ and SEMKO will be able to offer attractive services to the market. The effect of the services is efficient product safety

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certification using SEMKO as the natural gateway to the Nordic and European markets for Taiwanese manufacturers. The parties will work for a minimization of costs and burdens on the manufacturers in Taiwan as well as minimization of the total time of delivery without neglecting quality.

2 SCOPE OF POSSIBLE SERVICES

BCIQ intends to offer here specified services. These enable SEMKO to evaluate if the product complies with the criteria in relevant standard(s) or other similar norm(s), and by reason of that may bear the S-mark as a well-known sign that the product fulfils the requirements of e.g. the relevant EC directives. The Nordic Certification Service opens up the entire Nordic market with national certificates automatically issued after receiving the primary SEMKO certificate. In the Nordic countries, BCIQ shall by priority co-operate with SEMKO. Only in cases where the client clearly requires service through other bodies in the Nordic countries, BCIQ shall offer such service. In that event, BCIQ shall inform SEMKO to allow SEMKO to further improve its services to accommodate the market.

BCIQ shall, as an agent, facilitate the co-operation between manufacturers and SEMKO.

After assessment by SEMKO, BCIQ may perform witness testing where SEMKO will participate as decided necessary in each case.

3 QUALITY REQUIREMENTS

All services performed under this MoU must be of high quality.

SEMKO is, as an accredited body, obliged to perform audits according to EN 45 002 at its subcontractor BCIQ in order to establish that BCIQ fulfils the requirements in EN 45 001, before all services described in Clause 4 may be performed by BCIQ.

4 SERVICES PERFORMED BY BCIQ

4.1 BCIQ shall, as an agent, help manufacturers with the practical handling, e.g. preparation and translation of documents which are relevant for the testing and certification at SEMKO. The main objective is to reduce total cost and handling times by securing correct and efficient handling of the case.

4.2 After SEMKO has made an assessment of BCIQ's testing resources, BCIQ may perform witness testing.

Witness testing means that BCIQ performs testing, either at BCIQ or at the manufacturer's premises, under the responsibility of SEMKO, and that SEMKO participates as decided case by case. This means that a SEMKO engineer participates in, or supervises, parts of or the entire test procedure. BCIQ has full responsibility according to EN 45 001 subclause 5:2 (staff) and subclause 5:3 (calibration and premises) as a subcontractor to SEMKO.

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5 FINANCE

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

6 CONFIDENTIALITY

All documents and information concerning the client and/or the test sample that come to the attention of BCIQ or SEMKO shall be regarded as strictly confidential among the parties and the client. The fact that a product certified by SEMKO has been subjected to BCIQ activities covered by the MoU shall not be referred to in the manufacturer's marketing or sales activities, information material or any other similar documentation. It is the responsibility of BCIQ to extend this confidentiality to its clients..

7 INDEMNIFICATION

SEMKO shall indemnify and hold BCIQ harmless against damages, claims, losses, liabilities, expenses, fines, penalties or suits from third parties, which may arise as a consequence of an act or omission by SEMKO.

BCIQ shall indemnify and hold SEMKO harmless against 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.

Both parties undertake to use all reasonable efforts to resolve all disputes arising from this MoU in discussion. In the event that the dispute cannot be resolved amicably, it shall be referred to a single arbitrator to be appointed by the Court of Arbitration of the International Chamber of Commerce in Paris. This procedure shall be performed in the English language. The arbitrator shall present an arbitration award in English within six (6) months from the date when one of the parties was informed that arbitration was to be initiated. The arbitration is final.

8 INSURANCE

The parties shall have all services they perform under this MoU and the responsibility for the results of these services properly insured.

9 ADVERTISING AND PROMOTION

BCIQ and SEMKO shall actively promote the services related to this MoU. This includes information about BCIQ being an agent for manufacturers who use or want to use SEMKO as the Gateway to Europe.

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[Handwritten signature]

BCIQ shall distribute information produced and supplied by SEMKO. BCIQ may translate the information supplied in order to distribute the translation enclosed with the SEMKO information. The translation shall clearly show that BCIQ is responsible for the translation, e g by using paper with BCIQ letter head. A copy of the translation shall be sent to SEMKO.

BCIQ is responsible for the information they have produced. SEMKO is responsible for information produced and supplied by SEMKO.

SEMKO shall, on commercial terms, assist in conducting seminars and training arranged by BCIQ.

10 ADMINISTRATION

The administration of this MoU will be the responsibility of
Mr P S Hsu, Director General of BCIQ.
Mr Bertil Sjöberg, President of SEMKO.

11 TERMS OF THIS MoU

An expansion or revision of services, within the scope of this MoU, agreed by the parties shall be formalized in a new MoU replacing this.

Either party may propose revisions of this MoU. During the period that a revision or an extension is subject to negotiations, the existing MoU shall remain in full force and effect.

A new MoU may, if the parties agree, supersede this MoU at any chosen time.

Either party may cancel this MoU, at the earliest 24 months after its signing upon 6 months' written notice.

Before this MoU is terminated, the parties shall make sure that results of their services under this MoU are properly insured against future claims. Also Clause 6, Confidentiality, shall still be in force, regardless of the termination of the MoU, for matters handled under this MoU.

This MoU has been made out in two copies, one for each party.

Date *21 January 1994*
Taipei, Taiwan

Date *11 January 1994*
Kista, Sweden

BCIQ

SEMKO AB

P. S. Hsu

Bertil Sjöberg

P S Hsu
Director General

Bertil Sjöberg
President

ANNEX A TO MEMORANDUM OF UNDERSTANDING BETWEEN BCIQ AND SEMKO

BCIQ testing areas

Referring to Clause 4 of the MoU, BCIQ is authorised to perform testing on behalf of SEMKO in which SEMKO participates as decided case by case. The scope of the testing is defined by the scope of the listed standards.

Product area	Standard
Generally	EN 60 598-1
Generally	EN 60 598-2-1
Generally	EN 60 598-2-4

Test report forms

In order to facilitate the testing services that BCIQ performs on behalf of SEMKO, SEMKO will provide BCIQ with standardised Test Report Forms (TRF). These TRFs must not be used for other purposes than the communication between SEMKO and BCIQ, without SEMKO's written consent.

1996-06-04 R. Erwin

1996-06-22 D. J. M.

商品檢驗局與瑞典電氣設備測試驗證協會
協議備忘錄

一九九四年一月廿一日

商品檢驗局與瑞典電氣設備測試驗證協會協議備忘錄

簽署機構

商品檢驗局
中華民國台灣省
台北市濟南路一段四號
以下簡稱 B C I Q

S E M K O A B
P O B O X 1 1 0 3
S - 1 6 4 2 2 K I S T A
S W E D E N
以下簡稱 S E M K O

前言

經濟部商品檢驗局係我國最高檢驗機構。凡經經濟部指定公告品名或輸出地區之商品，須經商品檢驗局檢驗合格，始得輸出、輸入或在國內市場陳列銷售。商檢局也提供商品的測試及驗證服務，包括電氣產品。

S E M K O 執行各項產品安全評估包括產品之測試及驗證。

雙方認知台灣廠商為順利出口安全產品到北歐及歐洲市場，而有產品驗證之需求。產品應附 S 安全標誌並透過驗證以達到商業連貫及市場監督之目的。

本備忘錄為 B C I Q 與 S E M K O 之協議，有助於產品安全驗證流程。有關 B C I Q 執行測試產品範圍詳列於附錄 A。

一、宗旨

本備忘錄之目的在提供 B C I Q 及 S E M K O 服務市場之機制。本項服務之效應為台灣廠商透過 S E M K O 可以迅速取得產品安全認證有利產品拓銷北歐以及歐洲市場。雙方將在無損工作品質的條件下致力減少台灣廠商之費用、負擔以及作業時間。

二、服務項目範圍

BCIQ 擬提供詳細服務，使 SEMKO 得以評估產品是否符合相關標準或其他類似標準，並決定產品是否符合相關 EC 指令，具以核發知名的 S 安全標誌。「北歐驗證服務」針對全北歐市場開放，凡取得 SEMKO 證書之廠商亦自動取得國家證書。在北歐諸國內，BCIQ 應以 SEMKO 為主要合作對象。若廠商明確要求其他北歐國家機構之服務，BCIQ 可配合提供該項服務。在此情況下，BCIQ 應通知 SEMKO 以便進一步改善其服務以順應市場。

BCIQ 應以代理人身分協助 SEMKO 與廠商之間的合作。

SEMKO 完成稽核後，BCIQ 可執行監督試驗 (Witness Testing)，並由 SEMKO 自行決定是否有必要參與。

三、品質要求

所有在本備忘錄下執行之服務應為高品質。

SEMKO 身為一認證機構，依據 EN 45002 對其代施機構 BCIQ 進行稽核，以確定 BCIQ 在執行第四項服務項目之前已符合 EN 45001 之條件。

四、BCIQ 服務項目

四·一 BCIQ 身為一代理人應確實協助廠商，例如有關 SEMKO 測試及驗證文件的準備及翻譯。主要目的在於減少費用及作業時間以保證確實且有效執行業務。

四·二 SEMKO 完成對 BCIQ 測試設備之稽核後，BCIQ 即可執行監督試驗。

監督試驗是指在 SEMKO 負責的情況下，由 BCIQ 在 BCIQ 局址或工廠所在地執行測試，SEMKO 根據個案自行決定是否參與。SEMKO 之參與是指由 SEMKO 工程師全程參與或監督部分測試過程。BCIQ 身為 SEMKO 之代施檢驗機構必須根據 EN 45001 之 5:2 (人員) 以及 5:3 (校正及場所) 負完全責任。

五、財務

B C I Q 及 S E M K O 在可行情況下，應各自就提供之服務通知客戶繳費，除非已另做其他安排。

六、機密性

所有與 B C I Q 及 S E M K O 有關客戶及／或測試樣品之文件及資訊應在三者之間視為極機密。S E M K O 授證之產品屬於本備忘錄內由 B C I Q 執行之業務活動，不得在廠商之行銷或銷售活動、資訊以及其他類似文件內引用。

B I C Q 應配合負責對其客戶保持業務機密。

七、賠償

S E M K O 及 B C I Q 應各自就本身執行合作義務所造成之損害、人員傷害、理賠、罰款或第三者之訴訟負其賠償責任。

若有爭端，雙方應以誠懇態度和解，如果失敗，應依照三黎國廠商會規定仲裁。仲裁人應在提出仲裁要求六個月內以英文提出裁示。仲裁結果為最後決定。

八、保險

雙方應將本備忘錄之執行業務以及後果責任適當投保。

九、廣告及推廣活動

B C I Q 及 S E M K O 應積極推廣有關本備忘錄之業務，包括提供有關 B C I Q 代理 S E M K O 的資訊予已利用或將利用 S E M K O 為輸歐途徑之廠商參考。

B C I Q 應配合發布由 S E M K O 製作提供之資料。B C I Q 可斟酌翻譯 S E M K O 之資料。翻譯內容由 B C I Q 負責，並使用 B C I Q 之正式文書用紙。並應致 S E M K O 翻譯資料乙份。

B C I Q 應對提出之資訊負責。S E M K O 則應對本身製作提供之資料負責。

S E M K O 應協助 B C I Q 舉辦說明會及訓練計畫。

十、備忘錄之執行

本備忘錄執行負責人為

許鵬翔

商檢司司長

Mr. Bertil Sjoberg

S E M K O 總裁

十一、備忘錄之期限

在本備忘錄之範圍內增列或修改之業務項目，經雙方同意後，可另訂新備忘錄以代替本備忘錄。

任何一方可提議修正備忘錄。有關備忘錄修改或延長之協商期間內，既有的備忘錄維持有效。

若經雙方同意，可隨時擬定新備忘錄。

任一方可在本備忘錄簽署滿二年後，^可在六個月前以書面聲明提出解約。

本備忘錄期滿以前，雙方應確認執行業務項目已投保，以免未來可能面臨理賠。同時依據第六項有關機密性項目，本備忘錄即便終止，仍應維持有效。

本備忘錄一式二份，由雙方完成簽署後各持一份。

日期

台北，台灣

B C I Q

日期

Kista, Sweden

S E M K O A B

許鵬翔

局長

Bertil Sjoberg

President

附錄 A

由 S E M K O 完成對 B C I Q 之稽核後提出。