

本協議於一九九六年六月二十八日簽署。

簽約雙方

澳洲品保服務公司（以下簡稱QAS）為澳洲標準協會的分支機構，地址位於1 The Crescent, Homebush NSW 2140，與本協議有關之聯繫地址為Locked Bag 2032, Strathfield NSW 2135, Australia。

及

商品檢驗局（以下簡稱BCIQ）隸屬經濟部，與本協議有關之聯繫地址為4, Sec. 1, Chinan Road, Taipei, Taiwan, R.O.C.。

雙方同意代理對方提供其國內廠商有關對方國家需要驗證及核可制度之稽核業務，代理機構並應以書面明訂其代理之業務。代理機構將於其有能力之工業領域提供稽核服務。

1. 被代理機構之義務

- 1.1 提供代理機構與每一客戶有關之所有必要的法規、規定及其他文件，並應通知代理機構所有相關之修改或撤銷。
- 1.2 同意代理機構提供稽核所需的費用。費用須由雙方協調決定。（見附件A）
- 1.3 提供代理機構之稽核員訓練或研習使得以充分解釋被代理機構之產品驗證制度。

2. 代理機構之義務

代理機構同意於本協議有效期間

- 2.1 以有能力及合於道德之態度執行本協議之稽核服務，並於被代理機構提出要求時派遣合格之稽核員至客戶廠房。非經被代理機構之書面同意不得有再代理之情形。
- 2.2 提供被代理機構所有本協議稽核工作稽核員之簡歷資料。被代理機構將建立代理機構之稽核員登錄名單，未登錄之稽核員在未得到被代理機構之書面同意前不得派遣執行稽核工作。
- 2.3 應及時通知被代理機構任何該機構可能有興趣之資訊。
- 2.4 遵守所有被代理機構提出有關執行本協議之指示，並不得損及被代理機構之聲譽。

2.5 對所有代理之服務保有完整且適當之紀錄，並及時提供被代理機構相關細節。

2.6 接受監督及雙方同意之稽核員執行稽核訪查以確保符合EN 45011。

3. 保密

3.1 代理機構對於任何有關被代理機構或其客戶之非公共資訊應加以保密並不得於本協議範圍外使用。發佈非公共領域之資訊須事先取得被代理機構或其客戶之書面同意。

3.2 代理機構於本協議下提供服務之每一代表應個別簽署保密聲明。

3.3 代理機構在事先未取得被代理機構之書面同意前不得發佈有關其代理被代理機構業務或其他相關之資訊。

4. 生效及終止

4.1 本協議於完成時生效並除非經一方於六個月前提出終止之書面通知持續有效。

4.2 任一方於另一方違約，而該項違約行為（可矯正者）未於收到違約行為及要求矯正之通知三十日內矯正時，亦可終止本協議。

代表澳洲品保服務公司簽署
Dr. B. R. McCluskey
總經理

見證人 Colin Minter

代表商品檢驗局簽署
Mr. P. S. Hsu
局長

見證人 Neng-Jong Lin

附件 A

有關 Q A S 同意支付 B C I Q 代理 Q A S 提供稽核服務之稽核費用依下列標準支給：

評鑑複查.....	澳幣150元
例行追查.....	澳幣150元
監督試驗.....	澳幣120元
抽樣作業.....	澳幣60元

付費方式將由 Q A S 收到 B C I Q 收費通知後於每年六月及十二月分兩次支付。因前述費用所涉及之銀行服務費由各自擔負。

AN AGREEMENT made on the

28th

day of

JUNE

1996.

PARTIES

QUALITY ASSURANCE SERVICES PTY LIMITED (hereinafter referred to as QAS) a wholly owned subsidiary of Standards Australia, whose principle office is situated at 1 The Crescent, Homebush NSW 2140 but whose address for the service of documents under this Agreement is Locked Bag 2032, Strathfield NSW 2135, Australia.

AND

BUREAU OF COMMODITY INSPECTION AND QUARANTINE (hereinafter referred to as BCIQ) a body which operates under the auspices of the Ministry of Economic Affairs whose principal office for the service of this document is situated at 4, Sec 1, Chinan Road, Taipei, Taiwan, ROC.

Both **PARTIES HEREBY AGREE** to act as a "Sub-contractor" providing audit services on each other's behalf in connection with the Certification and Approval Schemes in respect of their Clients in the country where certification is required that the "Sub-contractor" shall specify in writing. These audit services will be provided by the "Sub-contractor" in industrial fields where it has the capability and is prepared to undertake audit services.

1 OBLIGATIONS OF THE SUB-CONTRACTEE

- 1.1 Supply all necessary regulations, requirements and other documentation to the Sub-contractor in respect of each particular Client and will keep the Sub-contractor informed of alterations and of any withdrawals or cancellations.
- 1.2 Agree the fees in respect of the services provided by the Sub-contractor. The amount of such fees to be determined by negotiation. (See Appendix A).
- 1.3 Provide training/seminars to the Sub-contractor's auditors to fully explain the Sub-contractee's scheme of product certification.

2 OBLIGATIONS OF THE SUB-CONTRACTOR

The Sub-contractor agrees that it will at all times during the continuance of this Agreement:

- 2.1 Perform its audit services under this Agreement in a competent and ethical manner and shall send qualified staff to the Client's premises when required by the Sub-contractee. Sub-agents will not be used without the written consent of the Sub-contractee.

- 2.2 Supply to the Sub-contractee the curriculum vitae of all persons providing such audit services. The Sub-contractee will place individuals on a named basis within the Sub-contractor's Auditors register and there shall be no usage of unregistered auditors without prior written permission from the Sub-contractee.
- 2.3 Promptly bring to the notice of the Sub-contractee any information received which is likely to be of interest to the Sub-contractee.
- 2.4 Observe all directions given by the Sub-contractee in relation to the operation of this Agreement and do nothing to detract from the reputation of the Sub-contractee.
- 2.5 Keep full and proper records of all services carried out on behalf of the Sub-contractee and promptly supply such details to Sub-contractee.
- 2.6 Accept supervisory and audit visits by mutually agreed auditors to ensure compliance with EN45011.


3 CONFIDENTIALITY


- 3.1 The Sub-contractor shall keep confidential and shall not use except for the purposes of this Agreement any information regarding the Sub-contractee or its Clients other than that which is in the public domain. Release of information other than that which is in the public domain requires the provision of prior consent in writing obtained from the Sub-contractee or its clients.
- 3.2 Each representative of the Sub-contractor in respect of services to be carried out under this Agreement will sign an individual undertaking of confidentiality.
- 3.3 The Sub-contractor shall not publish the fact that it performs such services on behalf of the Sub-contractee or other related information without the prior written consent of the Sub-contractee.

4 COMMENCEMENT AND TERMINATION

- 4.1 This Agreement will commence on the date it is made and shall continue unless terminated by either party with six months notice to the other in writing.
- 4.2 The Agreement may also be terminated by either party forthwith if at any time the other party commits any breach of this Agreement, which breach (if capable of remedy) shall not be remedied within thirty days of the receipt of a notice specifying the breach and calling upon the party to remedy it.

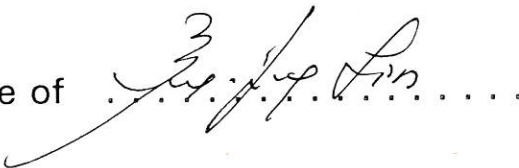
Signed for and on behalf of
QUALITY ASSURANCE SERVICES PTY LIMITED by

Dr B R McCluskey
Managing Director  .

In the presence of  C.E. WINTER .

Signed for and on behalf of **BUREAU OF COMMODITY
INSPECTION AND QUARANTINE** by

Mr P S Hsu
Director General 

In the presence of 

APPENDIX A

With regard to the audit fees that QAS agrees to pay for BCIQ's assessment services on behalf of QAS, the scale of fees are listed as follows:

Pre-licence Survey Follow-Up	A\$150
Routine Audit Inspection	A\$150
Surveillance Testing	A\$120
Sampling	A\$60

Regarding the method of payment, the fees are to be paid to BCIQ twice a year, in June and December on receipt of invoices issued by BCIQ. The relevant service charges incurred shall be met by each party.

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BSMI/QAS Amendment Agreement

The BUREAU OF STANDARDS, METROLOGY AND INSPECTION (BSMI) and the QUALITY ASSURANCE SERVICES, PTY. LTD. (QAS), hereby agree to amend the former name in the following original Agreement which the parties concluded before.

AGREEMENT dated June 28, 1996.

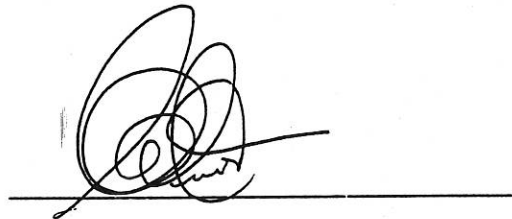
IN THE WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in duplicated to become effective on the date of signature by their representatives.

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

For Quality Assurance Services Pty.
Ltd. (QAS)



Chen Tso-Chen
Director General



Date: March 12, 1999

Date: 17/4/99/