

First amendment to the
MEMORANDUM OF UNDERSTANDING

between

**BUREAU OF COMMODITY INSPECTION AND
QUARANTINE (BCIQ)
4 Chinan Road Section 1**

TAIPEI, TAIWAN, R.O.C.

and

**AIB-VINCOTTE Inter
Avenue André Drouart 27 - 29**

B - 1160 BRUSSELS, BELGIUM

related to

Quality Systems Assessment and Certification

of December 15, 1994

In order to take into account the EAC guidelines on the application of EN 45012, the European Standard for bodies certifying Suppliers' Quality Systems, the Bureau of Commodity Inspection & Quarantine (BCIQ) of Taipei, Taiwan, R.O.C. and AIB-VINÇOTTE Inter (AVI) of Brussels, Belgium, agree to amend the Memorandum of Understanding signed on December 15, 1994.

The following section is added to the MOU:

SECTION IV. CONFIDENTIALITY

Neither party shall at any time discuss or disclose to any third party, any confidential information or documents concerning the other, concerning this agreement, concerning the services rendered, or concerning the contracts performed, except insofar as such disclosure is explicitly permitted in writing by the other party concerned. Each party will be liable for it.

Brussels, October 24, 1996

Taipei, **NOV. 29, 1996**

For AIB-VINÇOTTE Inter

For Bureau of Commodity Inspection
Quarantine



J SMETS
General Manager

P. S. Hsu
P.S. HSU
Director General

MEMORANDUM OF UNDERSTANDING

between

**BUREAU OF COMMODITY INSPECTION AND
QUARANTINE (BCIQ)
4 Chinan Road Section 1
TAIPEI, TAIWAN, R.O.C.**

and

**AIB-VINCOTTE Inter
Avenue André Drouart 27-29**

B - 1160 BRUSSELS, BELGIUM

related to

**QUALITY SYSTEMS ASSESSMENT
AND CERTIFICATION**


MEMORANDUM OF UNDERSTANDING**between****AIB-VINCOTTE Inter (AVI) of BRUSSELS, Belgium****and****BUREAU OF COMMODITY INSPECTION AND
QUARANTINE (BCIQ) of TAIPEI, TAIWAN, R.O.C.**

Recognizing the demand for the international free flow of goods and the need to effectively respond to requests for the registration of quality assurance systems, this Memorandum of Understanding concerns arrangements between the undersigned to facilitate the process of assessing quality assurance systems of companies seeking certification primarily in Europe and in Taiwan.

SECTION I. PURPOSE


It is the intent of this memorandum to provide a mechanism whereby either undersigned (AVI or BCIQ) would perform an evaluation of a company's quality system and as a result of the work conducted by the undersigned performing the evaluation, the company could receive certification of his quality system by both AVI and BCIQ. Such quality assurance systems would be assessed with reference to the international standard of the ISO 9000 series or to their European or national counterparts. The assessment of the undersigned should be carried out in conformity with the requirements of the European standards of the EN 45000 series and of the international standard ISO 10011, before the above mechanism will come into effect.

SECTION II. SCOPE

- 2.1. BCIQ will offer its services to evaluate a company's quality assurance system to those who are primarily manufacturers, service organizations and distributors, located in Taiwan.
 - 2.2. AVI will offer its services to clients who are primarily Belgian, European and American.
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- 2.3. Notwithstanding sections 2.1. and 2.2., it is recognized that a company has the option of selecting the organization (AVI or BCIQ) to perform the evaluation whether or not the company is a client of AVI or BCIQ.
- 2.4. The service to be provided under this memorandum will also be available from AVI and BCIQ to companies which are not a client of either AVI or BCIQ.
- 2.5. To accomplish the purpose of this memorandum, AVI and BCIQ will receive evaluation data, audit reports and other relevant information prepared by the other for the certification of a company's quality assurance system.
- 2.6. Upon successful completion of an evaluation, the undersigned performing the evaluation will transmit the results of its work to the other for the purpose of the other undersigned issuing its respective certificate of registration.
- 2.7. A company may have its quality assurance system certified by only AV or BCIQ, or both. AVI and BCIQ recognize that a company has the option of either AVI or BCIQ performing an evaluation of the company's quality system and agree to accept the results of each other's evaluation whether it is intended for registration by AVI or BCIQ, or both. Each undersigned reserves the right to provide or request additional information before accepting the results of the other's evaluation.
- 2.8. AVI and BCIQ also recognize that certain companies (whether or not a AVI or BCIQ client) may request certification of its quality assurance system from only the undersigned conducting the evaluation. In this event, the undersigned performing the evaluation and issuing the certificate need not furnish the other with the results of its work and is not prohibited from authorizing its sole certification.

SECTION III. GENERAL

- 3.1. The undersigned conducting the actual evaluation will serve as the primary contact with the client for all evaluation matters.
 - 3.2. Both undersigned will provide the public with non-proprietary information about AVI and BCIQ certification and answer general enquiries.
 - 3.3. Both undersigned agree to monitor a company's use and display of the other's respective certificate of registration and mark(s).
 - 3.4. Both undersigned may conduct counter-checking of the other's evaluation process.
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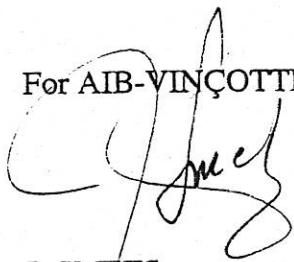
- 3.5. AVI and BCIQ will furnish the other with all necessary information to ensure the effectiveness of this memorandum.
- 3.6. In the event AVI or BCIQ does not adhere to any of the items stated herein, the other organization shall bring it to the attention of the undersigned not adhering to the item.
- 3.7. Both undersigned are authorized to promote the programme of mutual arrangement in advertisements, brochures, letters to others, etc ... and include each other's marks in such advertisements, brochures, etc ...
- 3.8. Both undersigned agree to provide assistance in the training of the other's employees in order to maintain the highest calibre of personnel to conduct evaluations of company's quality assurance systems to the applicable standards.
- 3.9. Items not provided for in this Memorandum of Understanding, including but not limited to provisions regarding financial matters, will be dealt with diligent consultations between both undersigned.
- 3.10. The Memorandum of Understanding may be revised by written agreement between AVI and BCIQ and may be terminated by either organization upon 90 days written notice.
- 3.11. The Memorandum of Understanding is being implemented in according with the mutually agreed implementation Programme Plan.

IN WITNESS WHEREOF, TWO ORIGINALS OF THIS MEMORANDUM ARE SIGNED,
EACH PARTY RETAINING ONE COPY.

Brussels, December 15, 1994

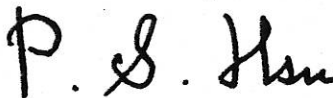
Taipei,

For AIB-VINÇOTTE Inter



J. SMETS
General Manager Operations

For Bureau of Commodity Inspection
and Quarantine



P.S. HSU
Director General



G. DEMEDTS

Operations Manager AVI

IMPLEMENTATION PROGRAMME

of the

MEMORANDUM OF UNDERSTANDING

between

**BUREAU OF COMMODITY INSPECTION AND
QUARANTINE (BCIQ)
4 Chinan Road Section 1
TAIPEI, TAIWAN, R.O.C.**

and

**AIB-VINCOTTE Inter
Avenue André Drouart 27-29**

B - 1160 BRUSSELS, BELGIUM

related to

**QUALITY SYSTEMS ASSESSMENT
AND CERTIFICATION**


of December 15, 1994

In order to implement the Memorandum of Understanding (MOU) signed by the BUREAU OF COMMODITY INSPECTION & QUARANTINE (BCIQ) OF TAIPEI, TAIWAN, R.O.C. and AIB-VINÇOTTE Inter (AVI) of Brussels, Belgium of December 15, 1994 the MOU's signatories agree on the programme described hereunder.

1. TRANSPARENCY

- 1.1. Both signatories shall exchange the written *description of their organization and quality plan* to carry out assessment and certification of company's quality systems.
- 1.2. Both signatories shall keep each other up-to-date about this documentation.
- 1.3. Each signatory shall review the documentation of the other signatory. Both signatories agree to answer any question of the other signatory in order to clarify any situation which would appear obscure.
- 1.4. Each signatory shall accept that the other signatory *audit its operations* at its premises, and in the field, provided that any third party involved does not object. Each signatory shall do its best to avoid such objection.
- 1.5. Each signatory shall keep the other up-to-date with regard to its status of accreditation or recognition in its own country or elsewhere.
- 1.6. All communication, written or verbal, shall be made in the English language, except if agreed to the contrary by each signatory.

2. EQUIVALENCE

- 2.1. Both signatories agree to amend their organization and quality plan in order to assure the equivalence of their respective assessments and certification processes.
 - 2.2. These amendments shall continue to comply with the requirements of the reference standards and of the body, if any, having accredited the signatories.
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3. PHASE-IN

- 3.1. Each signatory shall do its best to provide *opportunities to carry on joint audits* of company's quality system.
- 3.2. These joint audits shall be used to harmonize the procedures applied by each signatory in order to assure the equivalence of their operation.

4. IMPLEMENTATION

- 4.1. As soon as the steps described hereabove will have been carried on at the satisfaction of both signatories, a joint declaration of implementation shall be signed.
- 4.2. This declaration shall render fully operational all provisions of the MOU including the acceptance of audit reports.

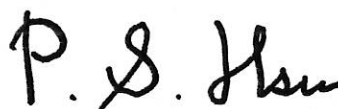
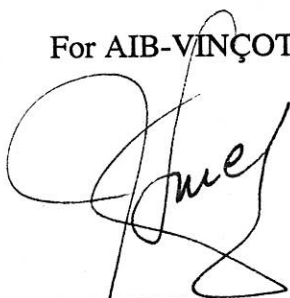
IN WITNESS WHEREOF, TWO ORIGINALS OF THIS MEMORANDUM ARE SIGNED,
EACH PARTY RETAINING ONE COPY.

Brussels, December 15, 1994

Taipei,

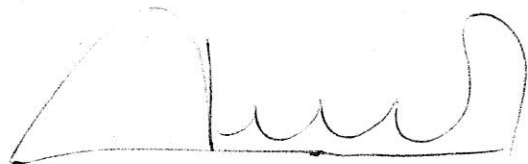
For AIB-VINÇOTTE Inter

For Bureau of Commodity Inspection
and Quarantine



J. SMETS
General Manager Operations

P.S. HSU
Director General



G. DEMEDTS
Operations Manager AVI

第一次修訂

商品檢驗局(BCIQ)
台北市濟南路一段四號
中華民國台灣省

與

AIB-VINÇOTTE Inter
Avenue André Drouart 27-29
B-1160 布魯塞爾，比利時

於1994年12月15日簽署之

品質系統評鑑與驗證合作備忘錄

為將品保系統驗證機構之歐洲標準EN45012之EAC指導文列入考慮，中華民國台灣省台北市商品檢驗局(BCIQ)與比利時布魯塞爾AIB-VINÇOTTE Inter (AVI)決定修改雙方於1994年12月15日簽署之合作備忘錄。

該MOU增加以下段落：

第四節、機密

任一方任何時候均不可與第三者討論或透露予第三者任何有關另一方、本合約、所提供服務、或所履行契約之機密資訊或文件，除非此舉係經另一方明白之書面同意。雙方均須為此種行為負責。

布魯塞爾，1996年10月24日

台北，

AIB-VINÇOTTE Inter

商品檢驗局

J.SMETS
General Manager

P.S.HSU
局長

商品檢驗局(BCIQ)

台北市濟南路一段四號
中華民國台灣省

與

AIB-VINCOTTE Inter

Avenue Andre Drouart 27-29
B-1160 布魯塞爾，比利時

有關品質系統評鑑與驗證 備忘錄

比利時 AIB-VINCOTTE Inter(AVI)，布魯塞爾
與
中華民國商品檢驗局(BCIQ)，台北市，台灣省

備忘錄

基於對國際上貨物自由流通要求之認知及有效因應品保系統登錄之需要，本備忘錄係簽約雙方為便利歐洲及台灣廠商之品保系統評鑑作業所作之有關安排。

第一節、目的

本備忘錄目的在提供一種架構，在此架構下，簽約之任一方（AVI或BCIQ）可對廠商之品質系統進行評鑑，而依據評鑑工作之結果，廠商可以同時獲得AVI及BCIQ之品保證書。廠商品保系統之評鑑工作將會依照 ISO 9000 系列國際標準或相對應之歐洲或國家標準進行。在上述架構生效之前，簽約雙方必須通過符合歐洲標準 EN 45000 系列及國際標準 ISO 10011 之評鑑。

第二節、範圍

- 2.1 BCIQ主要針對台灣之工廠、服務業及經銷商提供品保系統評鑑之服務。
- 2.2 AVI主要服務比利時、歐洲及美洲之客戶。
- 2.3 儘管有2.1及2.2之訂定，廠商仍可自由選擇由AVI或BCIQ來執行評鑑工作，不論其是否為AVI或BCIQ之客戶。
- 2.4 本備忘錄之服務同時提供予非AVI及非BCIQ之客戶。
- 2.5 為達成本備忘錄之宗旨，AVI及BCIQ將獲得對方之評估資料、評鑑報告、及其他相關資訊以針對廠商之品保系統發證。
- 2.6 執行評鑑之一方在完成評鑑工作之後會將其工作結果檢送予另一方，俾便另一方簽發登錄證書。
- 2.7 業者可將其品保系統交由AVI或BCIQ或二者同時進行驗證。AVI及BCIQ了解，業者可選擇由AVI或BCIQ或二者執行品保系統評鑑工作，並同意接受彼此之評鑑結果，不論該廠商是否尋求AVI或BCIQ或二者共同之登錄。在接受對方之評鑑結果之前，簽約雙方保留提供或要求額外資料之權利。
- 2.8 AVI及BCIQ亦了解，某些廠商（不論其是否為AVI或BCIQ之客戶）可能只要求執行評鑑一方之品保登錄，在此情形下，執行評鑑並核發證書之一方得授予廠商其獨家驗證，不需提供其工作結果予另一方。

第三節、通則

- 3.1 實際執行評鑑之一方為客戶有關評鑑事宜之主要連繫者。
- 3.2 雙方將對外提供有關AVI及BCIQ之非專有的驗證資料，並答覆一般性諮詢。
- 3.3 雙方同意監視廠商如何使用及陳列對方之登錄證書及標誌。
- 3.4 雙方可相互檢查對方之評鑑作業。
- 3.5 AVI及BCIQ將提供對方所有必要之資訊以確保本備忘錄之有效性。
- 3.6 若AVI或BCIQ未能遵守本合約之任何事項，另一方應向違約之一方提出警告。
- 3.7 雙方彼此授權在廣告、簡介、對外信函等資料中推介共同安排之計畫並在此等資料中使用彼此之標誌。
- 3.8 雙方同意提供訓練對方人員之協助以維持評審人員之最高度能力俾依適用標準進行評鑑工作。
- 3.9 本合約未盡事宜，包括但不限於財務事宜，將由簽約雙方誠意地商討處理。
- 3.10 本備忘錄可經雙方書面同意修改，任一方可以90天書面通知終止。
- 3.11 本備忘錄依照雙方同意之實施計畫施行。

在相關見證下，雙方簽署本備忘錄正本二份，各自保留一份。

布魯塞爾，1994年十二月
AIB-VINCOTTE Inter

台北，
商品檢驗局

J.SMETS
General Manager Operations

P.S.HSU
局長

G.DEMEDTS
Operations manager AVI

商品檢驗局(BCIQ)

中華民國台灣省
台北市濟南路一段四號

與

AIB-VINCOTTE Inter

Avenue Andre Drouart 27-29
B-1160 布魯塞爾，比利時

間

品質系統評鑑與驗證備忘錄

實施計畫

八十三年十二月十五日

為實施BCIQ與AVI簽署之備忘錄，簽字雙方同意下述之計畫。

1、透明化

- 1.1 雙方應交換書面之組織介紹及品質計畫以執行廠商品質系統之驗證工作。
- 1.2 雙方應保持此文件之更新。
- 1.3 雙方應檢閱對方之文件，同意回答對方任何問題以澄清疑問。
- 1.4 如果沒有任何相關第三者反對，雙方應接受對方赴其局、室及廠場稽核其作業；且雙方應盡力避免該等反對之發生。
- 1.5 雙方應隨時通知對方其在本國或其他國家有關認證方面之資格狀況。
- 1.6 除非經對方同意，所有口頭或書面溝通應以英文為之。

2、一致性

- 2.1 雙方同意修改其組織及品質計畫以確保雙方驗證作業之一致性。
- 2.2 這些修改應仍舊保持符合相關標準及其認證機構之要求。

3、調整

- 3.1 雙方應盡力提供聯合評鑑之機會。
- 3.2 應以聯合評鑑調和雙方使用之程序(procedures)以確保作業之一致性。

4、實施

- 4.1 一旦以上步驟均已實施且雙方滿意，應簽署一份實施聯合聲明。
- 4.2 此份聲明應促使備忘錄所有規定付諸實施，包括稽核報告之接受。

在相關見證下，雙方簽署本備忘錄正本二份，各自保留一份。

布魯塞爾，1994年十二月
AIB-VINCOTTE Inter

J.SMETS
General Manager Operations

G.DEMEDTS
Operations Manager AVI

台北
商品檢驗局

P.S.HSU
局長