

中華民國經濟部商品檢驗局與美國 UL 安全試驗所協議書備忘錄

美國 UL 安全試驗所 (Underwriters Laboratories Inc , 簡稱 UL) 與中華民國經濟部商品檢驗局 (簡稱商檢局) , 依據國際標準及相關規定執行廠商品保制度之評鑑與登錄。雙方簽訂本備忘錄即為便利品保制度之評及登錄作業以有效因應廠商申請品保制度登錄之需求, 及減少其費用與負擔。

一 目的

本協議備忘錄旨在提供 UL 及商檢局一個合作架構, 雙方配合以有效因應廠商申請品保制度登錄之需求, 減少其費用與負擔。品保制度之評鑑與登錄係依據 ISO 9000-9004 國際品保標準。

二 範圍

- (一) 尋求品保制度登錄之廠商可獲得 UL 及商檢局雙方之登錄或其中一方之登錄。
- (二) 廠商尋求雙方機構登錄時, 採聯合評鑑之作業, 由廠商、商檢局及 UL 共同決定聯合評鑑小組的成員與主導評審員。安排、報告及登錄過程則為各機構的責任。
- (三) 完成聯合評鑑時, 執行評鑑的主導評審員應將工作結果轉給另一方, 供其作記錄及 (或) 發登證書用。各機構保留審查意見及要求補送資料的權利, 以決定是否接受對方之評鑑結果。
- (四) 先由一方登錄之品保制度, 在經過合理證實及調查後, 可被另一方認可為聯合登錄。
- (五) 商檢局及 UL 與其他機構簽有協議備忘錄, 獲得或申請商檢局及 UL 雙方登錄之廠商, 在適用之協議備忘錄許可範圍內, 可要求其他機構的登錄。

三 必要條件

- (一) 評審員與主導評審員需符合目前慣例及其他合格登錄機構, 如英國標準協會所遵循的最低標準。
- (二) 商檢局與 UL 各有其申請登錄之申請表及初期資料表, 一方可代另一方接受廠商填妥之申請表及初期資料表。尋求登錄之廠商必須將其品保制度文件送交由廠商、UL 及商檢局指定之主導登錄機構。聯合評鑑之主導評審員安排廠商及評鑑小組兩方面皆方便的聯合評鑑日期, 並負責有關安排、文書及通訊之協商工作, 所有的安排必須是雙方機構均可接受的。
- (三) 各機構負責核發及管制其登錄證書。在聯合登錄有效期間, 如果廠商使用或展示對方之登錄證書及標誌不當, 雙方機構同意通知對方。
- (四) 經聯合登錄之工廠由 UL 及商檢局雙方所接受的評鑑員執行追查, 追查時間由最初執行評鑑主導登錄機構安排。聯合登錄時, 每年追

查兩次，除非其他登錄機構要求作更多追查。

(五) 各機構獨自決定及管理其有關評鑑及登錄之財務收費計畫。

(六) 如果 UL 與商檢局任何一方有下列之過失或疏忽：

- 1 違反本協議備忘錄。
- 2 在本協議備忘錄下執行義務有疏忽，詐欺、缺失或延遲之情事。
- 3 提出本協議備忘錄相關的文件及證書所載不實。

過失之一方負責賠償對方及其繼承人、讓受人、主管、官員、代理人之職員因牽連之第三方而遭受之損失、索賠、處罰或控告。該賠償包括對方之法律費用及辯護費，除非本協議備忘錄中另有規定。

商檢局及 UL 獲知足以在本協議備忘錄下構成索賠之事實，應立即以「索賠通知」通知對方，除說明索賠性質，並應敘述所採取之行動。對方有權辯護且未經其同意，受償方不得私下和解。

因用自己機構內部之法律人員較合成本效益及能提供最好的辯護，受償方有權運用其法律人為己方辯護。賠償方無責任償付該員之薪水、諮詢費，但是應償付所有其他辯護費。

(七) 雙方機構將提供大眾登錄活動之一般資訊並答覆一般問題，亦將提供對方機構合理要求之必需資訊以利本協議備忘錄之執行。任一機構不遵守協議條款時，另一機構得提醒其注意及採取改善行動。

(八) 本協議備忘錄依照「UL/BCIQ ISO 9000 施行計畫」實行。

MEMORANDUM OF UNDERSTANDING
BETWEEN
BUREAU OF COMMODITY INSPECTION & QUARANTINE
AND
UNDERWRITERS LABORATORIES INC.

PREAMBLE

Underwriters Laboratories Inc. (UL), a not for profit corporation incorporated under the laws of the State of Delaware, United States of America, and having its principal place of business at 33 Pfingsten Road, Northbrook, Illinois 60062-2096, United States of America, and the Bureau of Commodity Inspection & Quarantine (BCIQ) having its address at 4, Section 1, Chinan Road, Taipei, Taiwan R.O.C., conduct assessments of manufacturers' quality systems and register such systems in accordance with international standards and requirements. The parties recognize the need to effectively respond to requests for registration of quality systems and to minimize the costs and burdens on manufacturers requesting such registration. This Memorandum delineates the arrangements between UL and BCIQ to facilitate the process of assessing and registering quality systems.

1.0 PURPOSE

1.1 This Memorandum is to provide a mechanism whereby BCIQ and UL will cooperate to respond efficiently to requests for registration and to minimize costs and burdens on manufacturers in the assessments and registration of quality systems according to the International Organization for Standardization (ISO) 9000-9001 Standards and other comparable standards such as EN 29004, ANSI Q90-94, CNS 12680-12684, etc.

2.0 SCOPE

2.1 BCIQ and UL each intend to offer their services to evaluate and register manufacturers' quality systems.

2.2 A manufacturer seeking registration of its quality system may obtain a registration of its system from one or both organizations

2.3 In the event that a manufacturer seeks registration from both BCIQ and UL, a joint evaluation will be conducted. In these cases, the manufacturer, BCIQ and UL will mutually agree on the members of the assessment team and the Lead Assessor. Arrangements, reports and the registration process are the responsibility of each organization.

2.4 Upon completion of a joint evaluation, the Lead Assessor performing the evaluation will transmit the results of its work to the other for its records and/or the purpose of the other organization issuing its certificate of registration. Each organization reserves the right to comment or request additional information in order to determine acceptance of the results of the other's evaluation.

2.5 Quality systems first registered by one party to this Memorandum may be recognized for joint registration by the other party subject to reasonable verification and investigation of the registration.

2.6 BCIQ and UL have entered into Memorandums of Understanding with other organizations. A manufacturer that obtains or applies to obtain registrations from both UL and BCIQ may request registrations by such other organizations where permitted by the applicable Memorandum of Understanding.

3.0 REQUIREMENTS

3.1 TRAINING AND QUALIFICATIONS

3.1.1 Assessors and Lead Assessors must meet the minimum criteria in accordance with currently accepted practices and guidelines as followed by other qualified Registrars, such as the British Standards Institute.

3.2 JOINT APPLICATION PROCEDURES

3.2.1 Separate applications and initial information forms will be required for the joint BCIQ and UL registration programs. Either organization may accept applications and the initial information forms on the other's behalf, provided such information is in accordance with both organizations' registration programs.

3.2.2 A manufacturer seeking registration must submit documents describing its quality system to the organization designated by the manufacturer, UL and BCIQ as the Primary Registrar.

3.2.3 The Lead Assessor of a joint evaluation will schedule the visit with the manufacturer seeking registration at a time mutually convenient for the manufacturer and the assessment team. The Lead Assessor will also be responsible for the coordination of arrangements, paperwork, and other required communications between the organizations. All arrangements must be mutually acceptable to each organization.

3.3 CERTIFICATES

3.3.1 Each organization will be responsible for issuance and control of its certificate of registration.

3.3.2 In the event that joint registration is in effect, both organizations agree to notify the other if the manufacturer's use or display of the other's certificate of registration and mark(s) is improper.

3.4 SURVEILLANCE VISITS

3.4.1 Follow-Up visits by assessors acceptable to both UL and BCIQ will be conducted at a manufacturer's facility with a jointly-registered quality system. These visits will be scheduled by the Primary Registrar of the initial evaluation.

3.4.2 In the event of joint registration, two follow-up visits per year will be regularly scheduled and conducted, unless more are required to meet registration requirements of other registrars not a party to this agreement.

3.5 FINANCIAL CONSIDERATIONS

3.5.1 Each organization will independently determine and administer its program of financial charges associated with assessment and registration.

3.6 INDEMNIFICATION

3.6.1 UL shall indemnify and hold harmless BCIQ, its successors and assigns, directors, officers, agents, and employees against and in respect of any and all damages, claims, losses, liabilities, expenses, fines, penalties, or suits of whatever nature, from third parties which may, solely by an act or omission of UL's arise out of: (i) any breach or violation of this MOU by UL; (ii) any negligent, fraudulent, defective, or delayed performance of UL's obligations under this MOU; and (iii) any misrepresentation in any certificate or document delivered in conjunction with this MOU by UL which is not caused by BCIQ. Said indemnification shall also include all legal fees and defense expenses incurred by the indemnitee unless otherwise specified herein.

3.6.2 BCIQ shall indemnify and hold harmless UL, its successors and assigns, trustees, officers, agents, and employees against and in respect of any and all damages, claims, losses, liabilities, expenses, fines, penalties, or suits of whatever nature, from third parties which may, solely by an act or omission of BCIQ's, arise out of: (i) any breach or violation of this MOU by BCIQ; (ii) any negligent, fraudulent, defective, or delayed performance of BCIQ's obligations under this MOU; and (iii) any negligent misrepresentation in any certificate or document delivered in conjunction with this MOU by BCIQ which is not caused by UL. Said indemnification shall also include all legal fees and defense expenses incurred by the indemnitee unless otherwise specified herein.

3.6.3 Upon obtaining knowledge of facts which, in BCIQ's or UL's (as applicable, the indemnitee") sole discretion, are determined to be sufficient to justify a claim for indemnification under this MOU, UL or BCIQ (the "indemnitor"), respectively, shall promptly notify the other party (the "indemnitor") in writing of any damage, claim, loss, liability, or expense which the indemnitee has determined has given or could give rise to a claim under 3.6.1 and 3.6.2 above (such written notice being a "Notice of Claim"). A Notice of Claim shall specify, in reasonable detail, the nature of any such claims giving rise to a claim for indemnification and describing all actions taken by the indemnitee in response to such claim.

3.6.4 With respect to any claim or demand set forth in a Notice of Claim, the indemnitor may defend, in good faith and at its expense, any such claim or demand, and the indemnitee, at its expense, shall have the right to participate in the defense of any such claim. So long as the indemnitor is defending in good faith any such claim, the indemnitee shall not settle or compromise such claim without consent of the indemnitor. The indemnitee shall make available to the indemnitor or its representatives all records and other materials reasonably required to contest any claim, and shall cooperate fully with the indemnitor in the defense of all such claims. If the indemnitor does not elect to defend any such claim, the indemnitee shall have no obligation to do so. The indemnitor's obligation under 3.6.1 and 3.6.2 above shall not be affected in any way by its election to defend or not defend any such claim.

3.6.5 Notwithstanding 3.6.3 and 3.6.4 above, the parties acknowledge that use of internal legal staff may be most cost-effective and able to provide the best defense. Therefore, the indemnitee shall have the right to utilize, at its option, its own internal legal staff, if any, to defend itself (e.g., UL staff attorneys to represent UL in claims against UL) and to retain local counsel, if and when appropriate. The indemnitor shall have no responsibility to pay for any portion of a staff attorney's salary, local counsel's time (to the extent that the indemnitor is uninsured for the costs because of the indemnitee's election to use internal staff), or time spent in defending said damages and claim; all other defense expenses shall be reimbursed.

3.7 GENERAL

3.7.1 Both organizations will provide the public with non-proprietary information about quality registration programs and answer general questions.

3.7.2 Both organizations will furnish the other with all necessary information reasonably required to ensure the effectiveness of this Memorandum.

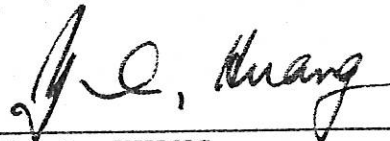
3.7.3 In the event either organization does not adhere to an item stated in this Memorandum, the other organization shall bring it to the attention of the other for corrective action.

3.7.4 The Memorandum of Understanding may be revised by written agreement between BCIQ and UL and may be terminated by either organization upon 90 days of written notice.

3.7.5 This Memorandum of Understanding, signed October 28, 1991 is being implemented in accordance with the "UL/BCIQ ISO-9000 Implementation Plan" dated October 28, 1991.

BUREAU OF COMMODITY INSPECTION
& QUARANTINE

UNDERWRITERS LABORATORIES
INC.



Y. C. HUANG
DIRECTOR GENERAL



G. T. CASTINO
PRESIDENT

Date: October 28, 1991

UL/BCIQ ISO-9000 IMPLEMENTATION PLAN

Coordination of UL and BCIQ Registration Programs

Implementation Plan

INTRODUCTION

It is recognized that under the "Memorandum of Understanding (MOU) between the Bureau of Commodity Inspection and Quarantine (BCIQ) and Underwriters Laboratories Inc. (UL)" integration of the programs, conducted by each organization is essential for registration of facilities to ISO 9001-9004, EN 29000-29004, etc. Requirements and procedures implemented by both BCIQ and UL (hereinafter referred to as "registrar") should be similar, such that a registration carried out by one registrar can be considered equivalent to a registration carried out by the other. The purpose of this document is to describe the means by which the UL and BCIQ programs will be integrated, and the means by which equivalence between the programs will be established. It is understood that as the program evolves the arrangements described herein may be modified, provided the modifications are agreed to by both UL and BCIQ.

I. Criteria for Auditing Quality Assurance Systems

- A. To assure that registrations carried out by UL or BCIQ staff are consistent, both UL and BCIQ agree to conduct all assessments and registration in accordance with generic guidelines published as ISO 10011 (CEN/CENELEC EN 45000).
- B. When feasible and in the best interest of the client, UL or BCIQ will provide assessors to be a part of the other party's assessment teams. This will provide cross training and uniformity in assessment practices and maintain confidence in each other's programs.

II. Program Plan

UL and BCIQ will each have Registration Programs considered compatible by both parties and in accordance with EN 45000 and ISO 10011 Part 3.

III. Application Procedures

- A. Separate applications and information forms will be required for the UL and BCIQ registration programs. Either registrar may accept applications and initial information on the other's behalf. Where a manufacturer requests registration under both programs, separate applications and initial information forms must be completed for each. Copies of all application forms and initial information forms will be provided to the registrar conducting the assessment visit.

A manufacturer seeking registration under either the UL or BCIQ program, or both, need only submit its quality system documentation to the registrar conducting the assessment visit.

IV. Assessment Visits

Where both registrations are being requested, the registrar conducting the assessment will provide a copy of its assessment report(s) to the other registrar (e.g. if BCIQ assesses a manufacturer seeking registration under the UL program, BCIQ will provide a copy of its assessment report(s) to UL and vice versa).

Assessment reports shall include the initial assessment report and any subsequent assessment reports applicable prior to registration.

V. Certification

Each registrar will be responsible for issuance of its certificate of registration and certificate appendix, based on the assessment report.

VI. Surveillance Visits

Surveillance visits shall be scheduled in accordance with the registration program, but not less than twice a year, by the registrar conducting the visit.

VII. Non Conformance Reports

In the event of major or critical non conformances which may result in suspension or cancellation of registration being detected by the registrar conducting surveillance visits, then this non conformance must be brought to the attention of the other party in a timely manner.