

## 經濟部標準檢驗局與瑞士品質保證驗證協會瞭解備忘錄

### 前言

經濟部所屬之標準檢驗局，主要辦公處所為中華民國台灣臺北市濟南路一段四號，與瑞士品質保證驗證協會係依據瑞士法律成立之財團法人，主要辦公處所為瑞士 Bernstrasse 103, P.O. Box 686, CH-3052 Zollikofen，雙方均依據國際標準及相關規定執行客戶品質管理系統評鑑及登錄。雙方簽訂本備忘錄即為便利品質管理系統之評鑑及登錄作業以有效因應客戶申請品質管理系統登錄之需求，及減少其費用與負擔。

### 1.0 目的

1.1 本備忘錄旨在提供雙方一合作機制以有效回應客戶驗證需求，減少費用與負擔。品質管理系統之評鑑與登錄係依據國際標準 2000 年版 ISO 9001 以及其他對等標準如 SN EN ISO 9001:2000, CNS 12681 等。

### 2.0 範圍

2.1 雙方意欲提供客戶品質管理系統之評估及登錄服務。

2.2 本備忘錄適用下列情形：

(1) 擬申請雙方共同登錄者。

(2) 先由一方登錄之品質管理系統，在經過合理證實及調查後，可被另一方認可為聯合登錄。

2.3 非屬全球驗證體系之地區性廠商應向所在地之機構提出申請，並由所在地機構（主導登錄機構）派員辦理評鑑及例行追查，廠商對主導登錄機構有最後決定權。

2.4 如屬全球驗證體系之廠商選擇瑞士品質保證驗證協會作為主導驗證機構，其位於台灣之分支機構，應由標準檢驗局或由雙方組成之聯合稽核小組負責評鑑及例行追查。

2.5 完成評鑑時，執行評鑑之一方應將工作結果轉給另一方，以利發證之需。雙方在接受對方之評鑑結果前保留審查意見及要求補送資料的權利。

### 3.0 必要條件

#### 3.1 訓練及資格

3.1.1 主導評審員及評審員必需符合其他合格登錄機構現行採用之規範及指導綱要，以及其他國際標準與規範所訂之最低要求。

### 3.2 聯合申請流程

- 3.2.1 雙方各有其申請書及基本資料，任一方代表對方接受客戶申請書及基本資料，惟上述資料需符合對方驗證需求。
- 3.2.2 廠商尋求登錄時應提供品質文件給主導登錄機構。
- 3.2.3 評鑑小組之主導評審員應安排客戶與評鑑小組兩方面皆方便的評鑑日期，並負責有關安排、文書等協調事宜，所有安排必須雙方均可接受。
- 3.2.4 雙方有全執行必要之證實及調查，並決定登錄之程序。

### 3.3 證書

- 3.3.1 雙方各自負責核發及管制其登錄證書。
- 3.3.2 在聯合登錄有效期間，如果客戶不當使用或展示他方登錄證書及標誌，雙方同意通知另一方。

### 3.4 追查

- 3.4.1 在廠商無其他要求的情形下，後續追查應由主導登錄機構負責。
- 3.4.2 聯合登錄之例行追查應每年定期安排並執行。

### 3.5 財務考量

- 3.5.1 雙方應各自決定及管理其有關評鑑及登錄之財務收費計畫。因此，雙方應分別向申請登錄客戶收取評鑑及登錄費用。雙方應各自負擔其評鑑及登錄相關費用。

### 3.6 賠償

- 3.6.1 標準檢驗局應賠償瑞士品質保證驗證協會及其繼承人、讓受者、主管、官員、代理人及職員因標準檢驗局下列行為或疏忽牽連第三者而遭受之損害、索賠、損失、處罰或控告：(i)標準檢驗局違反本備忘錄；(ii)標準檢驗局在本備忘錄下執行義務有疏忽、欺詐、缺失或延遲之情事；(iii)標準檢驗局所提出與本備忘錄相關的證書文件有意或無意誤載之情事，該誤載之行為非瑞士品質保證驗證協會造成者。該賠償包括對方之法律費用及辯護費，除非本備忘錄另有規定。
- 3.6.2 瑞士品質保證驗證協會應賠償標準檢驗局及其繼承人、讓受者、主管、官員、代理人、職員及中華民國政府及其職員因瑞士品質保證驗證協會下列行為或疏忽牽連第三者而遭受之損害、索賠、損失、處罰或控告：(i)瑞士品質保證驗證協會違反本備忘錄；(ii)瑞士品

質保證驗證協會在本備忘錄下執行義務有疏忽、欺詐、缺失或延遲之情事；(iii)瑞士品質保證驗證協會所提出與本備忘錄相關的證書文件有意或無意誤載之情事，該誤載之行為非標準檢驗局造成者。該賠償包括對方之法律費用及辯護費，除非本備忘錄另有規定。

### 3.7 廣告

3.7.1 本備忘錄無意使雙方成為對方之認可單位或任何類似之描述。除非獲另一方事先書面同意，雙方均不得以口頭或書面方式在任何廣告提及或使用他方之名稱或標誌。

### 3.8 非代理

3.8.1 本備忘錄並不授權雙方代表另一方承擔義務或在任何情況下約束另一方。

### 3.9 獨立組織

3.9.1 雙方均為獨立組織，不得以任何型態與客戶產生關係，受其影響或控制，以致影響其客觀地提供評鑑及登錄之能力及造成偏頗情形。雙方特別是需符合下列全部條件：

- (A) 與客戶無管理上之附屬關係。
- (B) 工作結果不會產生經由擁有客戶股權或類似情形而獲致財務利益。
- (C) 業務範圍廣泛，是否取得以適用標準評鑑客戶之品質管理系統之特定合約不應影響其財務。
- (D) 人事僱用不受客戶之影響或控制。

### 4.0 準據法及管轄權

4.0.1 雙方應誠心地努力解決爭議。任何與本備忘錄有關之爭論、索賠如果未能友好和解，由瑞士品質保證驗證協會所提之訴訟則由台北地方法院管轄，以台灣法律為準；由標準檢驗局所提之訴訟則由瑞士地方法院管轄，以瑞士法律為準。

### 5.0 通則

5.0.1 雙方將提供大眾品質管理登錄計畫之一般資訊並答覆一般性問題。

5.0.2 雙方應提供對方合理要求之必需資訊以利本備忘錄之執行。未有客戶之事先書面授權，雙方將避免因客戶信任下所獲得之機密資訊自行透露給第三者。

5.0.3 任一方不遵守本備忘錄條款時，另一方得提醒其注意並採行改善措施。

5.0.4 本備忘錄以英文撰寫兩份，於雙方簽署後生效，除非任一方通知終止，否則持續有效。本備忘錄之終止應至少於 90 天前以書面通知為之。

代表標準檢驗局

代表瑞士品質保證驗證協會

\_\_\_\_\_  
簽署人

林能中  
局長

\_\_\_\_\_  
簽署人

Prof. Dr. H. D. Seghezzi  
理事長

\_\_\_\_\_  
簽署人

T. Zahner  
管理主任

日期：九十一年八月二十九日

日期：九十一年六月二十六日

**MEMORANDUM OF UNDERSTANDING**  
relating to the mutual recognition of  
management system certificates

between

**THE BUREAU OF STANDARDS, METROLOGY AND INSPECTION**

and

**SWISS ASSOCIATION FOR QUALITY AND MANAGEMENT SYSTEMS**

## PREAMBLE

The Bureau of Standards, Metrology and Inspection (BSMI) under the jurisdiction of the Ministry of Economic Affairs, having its address at 4 Chinan Road, Section 1, Taipei, 100, Taiwan, Republic of China, and Swiss Association for Quality and Management Systems (SQS), incorporated under the laws of Switzerland and having its address at Bernstrasse 103, P.O. Box 686, CH-3052 Zollikofen, Switzerland. The parties both conduct assessments of clients' quality management 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 management systems and to minimize the costs and burdens on clients requesting such registration. This MoU outlines the arrangements between BSMI and SQS to facilitate the process of assessing and registering quality management systems.

### 1.0 PURPOSE

- 1.1 This MoU is to provide a mechanism whereby BSMI and SQS will cooperate to respond efficiently to requests for registration and to minimize costs and burdens on clients in the assessments and registration of quality management systems according to the International Organization for Standardization's ISO 9001:2000 standard and other comparable standards such as SN EN ISO 9001:2000, CNS 12681, etc.

### 2.0 SCOPE

- 2.1 Both BSMI and SQS intend to offer their services to evaluate and register client's quality management systems.
- 2.2 This MoU applies to the following situations:
- 1) Clients seeking registration of their quality management systems from both parties.
  - 2) Quality management systems first registered by one party to this MoU may be recognized for joint registration by the other party subject to reasonable verification and investigation of the particular registration conducted pursuant to this MoU.
- 2.3 A client should apply for registration to the party located in the same country as the client. This party shall be the Primary Registrar and shall be responsible for the assessment and surveillance. The other party may send its personnel to participate in the assessment and surveillance as observer in order to understand the on-site operation. Both parties agree that within the respectation of legal requirements it is finally at the discretion of the client to choose the Primary Registrar and the respective audit programme.
- 2.4 If a client with a global certification programme chooses the SQS as Primary Registrar and one of its sites is located in Taiwan, the BSMI, or an audit team composed of auditors from both the SQS and the BSMI shall be responsible for the assessment and surveillance audit.
- 2.5 Upon successful completion of an assessment, the party performing the assessment shall share the results of its work with the other party for the purpose of the other party issuing its



certificate of registration. Each party reserves the right to comment or request additional information before accepting the results of the other's assessment.

### 3.0 REQUIREMENTS

#### 3.1 TRAINING AND QUALIFICATIONS

- 3.1.1 Lead Assessors and Assessors must meet the minimum criteria in accordance with currently accepted practices and guidelines as followed by other qualified Registrars and other international standards and practices.

#### 3.2 JOINT APPLICATION PROCEDURES

- 3.2.1 Separate applications and initial information data will be required for the BSMI and SQS registration programs. Either party may accept applications and initial information forms on the other's behalf, provided such information is necessary and in accordance with both parties' registration programs.
- 3.2.2 A client seeking registration must submit documents describing its quality to the Primary Registrar.
- 3.2.3 The Lead Assessor of the assessment team will schedule the visit with the client seeking registration at a time mutually convenient for the client and the assessment team. The Lead Assessor will also be responsible for the coordination of arrangements, paperwork, etc., between the parties. All such arrangements must be mutually acceptable to each party.
- 3.2.4 Each party shall have the right to conduct the necessary verification and investigation for its registration and shall have the right to determine the process relating to its registration.

#### 3.3 CERTIFICATES

- 3.3.1 Each party will be responsible for issuance and control of its certificate of registration.
- 3.3.2 In the event that joint registration is in effect, each party agrees to notify the other if the client's use of display of the other's certificate of registration and mark(s) is improper.

#### 3.4 SURVEILLANCE VISITS

- 3.4.1 Follow-up visits shall be conducted by the Primary Registrar, except in cases relating to clause 2.4.
- 3.4.2 In the event of joint registration, routine follow-up visits will be regularly scheduled and conducted annually.



### 3.5 FINANCIAL CONSIDERATIONS

3.5.1 Each party will independently determine and administer its program of financial charges associated with assessment and registration. Accordingly, each party shall separately invoice the client seeking registration, for its charges for the assessment and registration. Each party shall bear its own costs and expenses incurred in the assessment and registration.

### 3.6 INDEMNIFICATION

3.6.1 BSMI shall indemnify and hold harmless SQS, its successors and assignees, directors, officers, agents and employees against 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 BSMI's, arise as a causal consequence out of: (i) any breach or violation of this MoU by BSMI; (ii) any negligent, fraudulent, defective or delayed performance of BSMI's obligations under this MoU; and (iii) any negligent or willful misrepresentation in any certificate of document delivered in conjunction with this MoU by BSMI which is not caused by SQS. Said indemnification also shall include all legal fees and defense expenses incurred by the indemnitee unless otherwise specified herein.

3.6.2 SQS shall indemnify and hold harmless-BSMI, its successors and assignees, officers, agents and employees and ROC government and the employees of ROC government, against 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 SQS's, arise as a causal consequence out of: (i) any breach or violation of this MoU by SQS; (ii) any negligent fraudulent, defective or delayed performance of SQS's obligations under this MoU; and (iii) any negligent or wilful misrepresentation in any certificate of document delivered in conjunction with this MoU by SQS which is not caused by BSMI. Said indemnification also shall include all legal fees and defense expenses incurred by the indemnitee unless otherwise specified herein.

### 3.7 ADVERTISING

3.7.1 It is not intended by this MoU that (a) BSMI be or refer to itself as a SQS "accredited" party or any similar description or (b) SQS be or refer to itself as a BSMI "accredited" party or any other similar description. Neither party shall refer to or use the other's name or Mark in any advertising orally or in written materials without the other's prior written consent.

### 3.8 AGENCY NOT CREATED

3.8.1 Neither party is authorized by this MoU to incur obligations on behalf of the other party or to bind the other party in any respect.

### 3.9 INDEPENDENT ORGANIZATION

3.9.1 BSMI and SQS are independent organizations not affiliated with nor influenced or controlled by customers in any manner, which might affect their capacity to render assessments and registrations objectively and without bias. Specifically, they comply with all of the following:





- (A) No managerial affiliation with customers.
- (B) Results of their work accrue no financial benefits to any customers, via stock ownership or the like.
- (C) Sufficient breadth of interest or activity that the loss or award of a specific contract to assess a customer's quality management system with the applicable standard would not be a determinative factor in its financial well-being.
- (D) Employment security status of its personnel is free of influence or control of customers.

#### 4.0. GOVERNING LAW AND JURISDICTION

- 4.0.1 The parties hereto shall strive to settle any disputes amicably between themselves. Any controversy or claim arising under, out of, in connection with or relating to this MoU which cannot be settled amicably shall be subject to the jurisdiction of the Taipei District Court, governed according to the Republic of China's legislation, in case that the suit is instituted by SQS and subject to the jurisdiction of Swiss District Court governed according to Swiss legislation, in case that the suit is instituted by BSML.

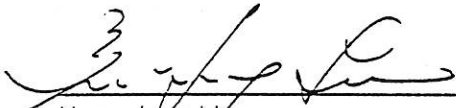
#### 5.0 GENERAL

- 5.0.1 Both parties will provide the public with non-proprietary information about quality management registration programs and answer general questions.
- 5.0.2 Both parties will furnish the other with all necessary information reasonably required to ensure the effectiveness of this MoU. Each party will refrain, without the client's prior authorization in writing, from voluntarily disclosing to third parties secret information, which is obtained, by BSML or SQS in confidence from the client.
- 5.0.3 In the event where either party does not adhere to any of the items stated in this MoU, the other party shall bring it to the attention of the other for corrective action.
- 5.0.4 This MoU, written in duplicate in the English language, shall come into effect upon signing by both parties and shall remain effective until a notice of termination is given by either party. Termination of this MoU shall be by written notice at least 90 days prior to the effective date of termination.



Signed for and on behalf of

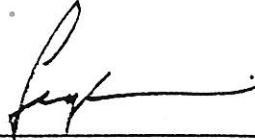
Bureau of Standards, Metrology  
and Inspection (BSMI)



Neng-Jong Lin  
Director General

Signed for and on behalf of

SWISS ASSOCIATION FOR QUALITY  
AND MANAGEMENT SYSTEMS (SQS)



Prof. Dr. H.D. Seghezzi  
PRESIDENT



T. Zahner  
MANAGING DIRECTOR

Aug. 29, 2002

DATE

26.6.2002

DATE