

**No. 48206\***

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**New Zealand  
and  
China**

**Agreement between the Government of New Zealand and the Government of the People's Republic of China on cooperation in the field of conformity assessment in relation to electrical and electronic equipment and components (with implementing agreement). Beijing, 7 April 2008**

**Entry into force:** *1 October 2008, in accordance with article 21*

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**Nouvelle-Zélande  
et  
Chine**

**Accord entre le Gouvernement de la Nouvelle-Zélande et le Gouvernement de la République populaire de Chine relatif à la coopération en matière d'évaluation de conformité en relation avec les équipements et composantes électriques et électroniques (avec accord d'exécution). Beijing, 7 avril 2008**

**Entrée en vigueur :** *1er octobre 2008, conformément à l'article 21*

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[ CHINESE TEXT – TEXTE CHINOIS ]

## 附件十四

中华人民共和国政府  
与  
新西兰政府  
关于电子电器产品及其部件  
合格评定的合作协定

中华人民共和国政府（“中国”）与新西兰政府（“新西兰”），以下统称为“双方”：

鉴于双方长久的友谊和不断发展的双边经贸关系；

考虑到为加强双方全面、稳定的经贸关系于二〇〇四年五月二十八日签署的《中华人民共和国与新西兰贸易与经济合作框架》；

考虑到《中华人民共和国政府和新西兰政府自由贸易协定》；

承认双方在世界贸易组织中的成员地位，特别重申双方在《世界贸易组织技术性贸易壁垒协定》下各自的权利和义务；

认识到合格评定的互认对于降低产品符合性评价成本和促进双边贸易的作用；

注意到新西兰与澳大利亚间通过《新西兰与澳大利亚关于建立澳大利亚与新西兰联合认可体系（JAS-ANZ）全体委员会、技术顾问委员会与认可评定委员会的协定》不断一体化的合格评定体系；

考虑到双方为保护国民健康、安全和环境而促进产品质量提高的共同承诺；

旨在通过协定，提供一种已有的方式之外的证明产品符合中国和新西兰对电子电器产品及其部件的强制性要求的可选方式，以便利双方电子电器产品及其部件贸易；

达成以下协定：

## 第一部分 定义与范围

### 第一条 定义

一、本协议采用以下定义：

**接受**，根据具体情况，指：

（一）在批准、许可、注册及进入市场后的合格评定等监管活动中用测试报告和/或认证证书作为依据的行为，“接受”作为动词时具有相应含义；或

（二）中国主管部门承认合格评定机构对从新西兰出口至中国的特指产品进行合格评定，“被接受”具有相应含义；

**认可机构**指《实施安排一》中确定的，有权依照本协议及任何适用的实施安排对其境内的合格评定机构进行认可的机构；

**协定**指《中华人民共和国政府与新西兰政府关于电子电器产品及其部件合格评定的合作协定》；

**中国强制性产品认证（CCC）制度**指根据《中华人民共和国认证认可条例》（二〇〇三年九月三日颁布）第二十八条及对其的任何修订或取代的法规建立的制度；

**CCC 证书**指被指定的认证机构颁发的证书，该证书证明其中所指产品符合 CCC 实施规则，以及在适用的情况下同时符合新西兰差异要求，并许可使用 CCC 标志；

**CCC 实施规则**指既有的由中国主管部门公布的规定合格评定要

求、程序和方法的 CCC 实施规则，以及双方共同决定纳入本协定的中国主管部门对 CCC 实施规则的任何修订。为本协定之目的，CCC 实施规则中引用的任何中国标准应由《实施安排一》之列表 A.1 或 A.2 中确定的相关标准和差异要求替代；

**CCC 标志**指《实施安排一》之列表 E 中确定的根据 CCC 证书加施于特指产品上的标志，加施该标志是本协定下特指产品在中国被接受、在新西兰被承认的强制性要求；

**CCC 标志中心**指《实施安排一》中确定的，依据中国法律法规有权并依据本协定出具或批准使用 CCC 标志或新西兰标志的中国机构；

**认证**指认证机构出具书面文件，证明某一特指产品符合强制性要求的过程；

**认证机构**指依据本协定可被接受或被指定实施认证的机构；

**合格评定活动**指：

（一）被接受或被指定的检测机构为证明与强制性要求的符合性而进行的检测；

（二）被接受或被指定的认证机构委派的注册检查员按照适用的强制性要求实施的工厂检查；

（三）被接受或被指定的认证机构按照适用的强制性要求实施的产品评价活动，该活动的结果以被接受或被指定的检测机构出具的检测报告和由该认证机构委派的注册检查员实施的工厂检查结果为支撑；

（四）依据适用的强制性要求进行的产品监督活动；

(五) 被接受或被指定的认证机构按照强制性要求进行的认证;

**合格评定机构**指实施合格评定活动的, 且依据本协定可被接受或被指定的下列机构:

(一) 检测机构; 和/或

(二) 认证机构;

**指定**指中国主管部门给予合格评定机构对从中国出口至新西兰的特指产品实施合格评定的授权, “被指定” 具有相应的含义;

**自由贸易协定**指《中华人民共和国政府和新西兰政府自由贸易协定》;

**检查员**指依据本协定可被注册按照适用的强制性要求实施工厂检查的人员;

**强制性要求**指本协定第四条中列出的要求;

**新西兰标志**指《实施安排一》之列表 E 中确定的, 根据 CCC 证书加施于特指产品上的, 证明符合强制性要求的, 依据本协定在新西兰被承认的标志;

**人员认证机构**指《实施安排一》中确定的, 根据中国法律法规有权并依据本协定及任何适用的实施安排为本协定之目的注册检查员的中国机构;

**注册**指人员认证机构对检查员按照适用的强制性要求进行工厂检查的资质核准, “被注册” 具有相应的含义;

**主管部门**指《实施安排一》中明确的部门或者其他行政机关，其有权：

（一）为本协定之目的，根据中国法律和本协定及任何适用的实施安排，对中国或新西兰境内的合格评定机构做出指定或接受以及暂缓、取消暂缓、暂停、取消暂停、撤销指定或撤销接受；或

（二）为本协定之目的，根据新西兰法律和本协定及任何适用的实施安排，推荐新西兰境内的合格评定机构被接受以及暂缓、取消暂缓、暂停、取消暂停或撤销接受，或承认对中国的合格评定机构进行的指定以及暂缓、取消暂缓、暂停、取消暂停或撤销指定；

**特指产品**指《实施安排一》之列表 A.1 或者 A.2 中列出的电子电器产品及其部件；

**检测机构**指依据本协定被接受或被指定的按照适用的强制性要求对某特指产品实施检测的独立实验室或者官方检测机构；

**检测报告**指被接受或被指定的检测机构出具的，证明某特指产品与适用的强制性要求的符合性的文件；

**WTO/TBT 协定**指 WTO 协定中的《技术性贸易壁垒协定》。

二、在遵守本条第四款的前提下，《自由贸易协定》第八章（《技术性贸易壁垒》）中的定义应同样适用于本协定。

三、本协定中使用的与合格评定有关的通用术语与国际标准化组织（ISO）和国际电工委员会(IEC)制定的 ISO/IEC17000《合格评定-词汇和通用原则》中的定义具有相同含义。

四、当 ISO/IEC17000 的定义或《自由贸易协定》第八章（《技术性贸易壁垒》）中的定义与本协定或其实施安排的定义不一致时，应以本协定或其实施安排中的定义为准。

## **第二条 范围**

本协定适用于针对在双方境内生产或组装的，并在双方之间直运的特指产品进行的监管活动以及合格评定活动。

## **第三条 实施安排**

双方可通过各自的主管部门达成实施安排，规定本协定的实施细节。

## **第二部分 强制性要求**

### **第四条 强制性要求**

一、为本协定之目的，对特指产品的强制性要求由以下部分组成：

- （一） 产品相关标准；
- （二） CCC 实施规则；
- （三） 其他任何有关法律法规和行政管理要求。



二、对从中国直运到新西兰的特指产品的产品相关标准和适用的 CCC 实施规则应在《实施安排一》之列表 A.1 中列出，并应包括上述标准中引用的其他任何标准。

三、对从新西兰直运到中国的特指产品的产品相关标准和适用的 CCC 实施规则应在《实施安排一》之列表 A.2 中列出，并应包括上述标准中引用的其他任何标准。

四、与特指产品相关的其他法律法规、行政管理要求在本协定第七条和第八条中列出，及在相关的实施安排（包括《实施安排一》的列表）中列出或引用，并包括 CCC 实施规则有关的释义性文件。

五、CCC 实施规则在《实施安排一》及其列表中引用。

### **第五条 产品相关标准**

实施安排中的关于产品相关标准的列表：

（一）对于《实施安排一》之列表 A.1 中的特指产品，应表述为有关中国标准及任何新西兰主管部门要求的与这些标准的差异；

（二）对于《实施安排一》之列表 A.2 中的特指产品，应表述为作为有关中国标准基础的相关的 IEC 和/或 ITU 标准及任何中国主管部门要求的与这些标准的差异。

### **第三部分 接受与指定**

## **第六条 认可机构**

一、为本协定之目的，新西兰认可机构应按照本协定和《实施安排一》中明确的要求对其境内的合格评定机构进行评审、认可，并向新西兰主管部门推荐。

二、为本协定之目的，中国认可机构应按照本协定和《实施安排一》中明确的要求对其境内的合格评定机构进行评审、认可，并向中国主管部门推荐。

三、双方应确保各自的认可机构采取适当措施保持自身能力及其为本协定之目而认可的合格评定机构的能力。这些措施应包括当有相关互认协议或安排时，加入互认协议或安排，并在这些互认协议或安排下接受同行评审。

四、双方认可机构间必要时应开展技术磋商，以确保强制性要求实施的持续一致性。

## **第七条 推荐、接受或指定合格评定机构的要求**

一、推荐、接受或指定检测机构或认证机构的要求应在《实施安排一》中列出。

二、当国际标准化组织对《实施安排一》中引用的有关国际标准或导则进行了修订或换版时，各方均应尽量采用这些标准或导则的最新版本。当不可能采用最新版本时，双方应继续接受依据这些标准或导则的旧版本实施的合格评定活动的结果，除非双方主管部门共同做

出其他决定。

### **第八条 推荐、接受或指定合格评定机构的程序**

对于新西兰：

一、新西兰主管部门可依据本协定及《实施安排一》，按照本条第二款规定的程序，推荐新西兰合格评定机构；中国主管部门应按照本条第三款规定的程序接受推荐。

二、新西兰主管部门：

（一）为本协定之目的，可通过适当的联络点以书面形式向中国主管部门推荐接受符合本协定规定的关于合格评定机构被接受的要求的合格评定机构；并

（二）应告知中国主管部门其确认该合格评定机构具备技术能力并符合本协定规定的关于合格评定机构被接受的要求所采用的程序；并

（三）应按照《实施安排一》中的要求，提供每个被推荐的合格评定机构的有关信息。

三、收到新西兰主管部门按照本条第二款进行的推荐后，中国主管部门应：

（一）在被推荐的特指产品和强制性要求的范围内，将被推荐的合格评定机构列入被接受的合格评定机构名录；并

（二）在收到新西兰主管部门的推荐后十个工作日内，告知新西

兰主管部门已将该合格评定机构列入名录，以及接受的相关详细信息。

四、新西兰主管部门应以书面形式向中国适当的联络点提出任何修改有关被接受的合格评定机构名录的建议。中国主管部门应于收到新西兰的建议后十个工作日内，书面告知新西兰的适当联络点已根据新方建议修改有关名录。

对于中国：

五、中国主管部门应在依据本协定对其境内符合本协定规定的关于被指定要求的任何合格评定机构做出指定以及对指定做出任何更改后十个工作日内，将指定或更改书面告知新西兰的适当联络点。

对于双方：

六、各方主管部门应尽力保证其推荐或指定的合格评定机构在被接受或指定范围内保持评价特指产品是否符合适用的强制性要求的必要的技术能力。

### **第九条 合格评定机构的暂缓、暂停或撤销**

一、新西兰主管部门可向中国主管部门推荐对其依据本协定第八条一、二款推荐的任何合格评定机构实施暂缓、取消暂缓、暂停、取消暂停或撤销接受，中国主管部门应在收到推荐后十个工作日内采取必要措施更新有关名录，并告知新西兰主管部门。

二、中国主管部门可对其依据本协定第八条五款指定的任何合格评定机构实施暂缓、取消暂缓、暂停、取消暂停或撤销指定，并应采

取任何必要措施更新有关名录，及在采取措施后十个工作日内告知新西兰主管部门。

三、一方主管部门可质疑另一方被接受或被指定的合格评定机构的技术能力或符合性。这种质疑应有相关专家分析或证据作为支持。

四、当一方主管部门欲依据第九条三款质疑被接受的或被指定的合格评定机构时，应书面告知另一方主管部门，说明质疑的原因。接收到质疑通知的一方的主管部门应确保对质疑及时审议，并与提出质疑的一方的主管部门商讨审议结果，以尽快解决所有问题。

五、当一方主管部门依据第九条四款提出质疑时，该机构在本协定下相关范围内的接受或指定应被暂缓，除非双方主管部门共同做出其他决定。为本协定之目的，该机构在被质疑后出具的被质疑范围内的检测报告或证书不应有效，除非双方主管部门共同做出其他决定。

六、在以下情形下，应取消对受质疑合格评定机构的接受或指定的暂缓：

（一）提出质疑的主管部门对该合格评定机构的能力或符合性满意，并以书面形式告知对方主管部门；

（二）在中国主管部门提出质疑的情况下，新西兰主管部门决定撤销对该合格评定机构的推荐；

（三）在新西兰主管部门提出质疑的情况下，中国主管部门决定撤销对该合格评定机构的指定。

七、受质疑的合格评定机构在被暂缓、被暂停或被撤销指定当天或之前所实施的合格评定活动的结果应为有效，除非双方主管部门基于健康、安全或环境保护的考虑共同做出其他决定。

### **第十条 检查员注册、及注册的暂停和撤销**

一、推荐和注册检查员的要求应在《实施安排一》，包括《实施安排一》之列表 D 中列出。

对于新西兰：

二、被中国主管部门根据本协定接受的认证机构或已申请被接受的认证机构聘用的（职员或直接管理的）新西兰或澳大利亚境内的个人可使用《实施安排一》之列表 D 中规定的表格向该认证机构申请被推荐注册成为为本协定之目的的检查员。

三、若该新西兰认证机构按照《实施安排一》之列表 D 对申请人进行评价并确认其符合列表 D 中的要求，人员认证机构应依照新西兰认证机构的推荐将本条第二款中所指的申请人注册为检查员。

四、人员认证机构应在收到推荐后十个工作日内通知有关认证机构已根据本条第三款给予注册，并根据《实施安排一》之列表 D 颁发注册证书。

五、新西兰主管部门应确保被接受的认证机构采取适当措施保证其注册检查员的能力并仅在检查员被注册的范围内使用检查员。

六、新西兰主管部门应确保新西兰认证机构的认可机构保证被接受的认证机构建立检查员的评价程序，并按照《实施安排一》之列表 C 和 D 保持认证机构自身的能力。

七、被接受的认证机构可向人员认证机构推荐对其根据本条第三款推荐注册的检查员的注册范围实施暂停或撤销注册，人员认证机构应在收到建议十个工作日内采取所有必要措施更新有关名录，并告知该被接受的认证机构。

八、被接受的认证机构为根据本条第三款进行的检查员注册支付给人员认证机构的任何费用应在《实施安排一》之列表 D 中明确。

对于中国：

九、被指定的认证机构聘用的（职员或直接管理的）中国境内的个人可使用《实施安排一》之列表 D 规定的表格向人员认证机构申请被注册成为为本协定之目的的检查员。

十、若人员认证机构按照《实施安排一》之列表 D 规定的程序对申请人进行评价并确认符合列表 D 中的要求，人员认证机构应将本条第九款中所指的申请人注册为为本协定之目的的检查员。

十一、人员认证机构可对其依据本条第十款注册的检查员实施暂停或撤销注册，并应采取所有必要措施更新有关名录。

十二、中国主管部门应确保人员认证机构采取适当措施保持自身的能力，包括争取获得 ISO/IEC17024 或任何替代标准的认可，并确保其注册的检查员的能力。

十三、中国主管部门应确保指定认证机构仅在检查员注册范围内使用注册检查员。

#### 第四部分 合格评定活动结果的接受

##### 第十一条 合格评定活动结果的接受

对于来自新西兰的特指产品：

一、中国主管部门应接受由被接受的合格评定机构出具的，证明来自新西兰的特指产品符合适用的强制性要求的合格评定活动的结果。

二、被接受的认证机构可告知指定认证机构某特指产品满足依据本协定颁发 CCC 证书的条件，并以产品认证证书的形式向指定认证机构推荐依据本协定颁发 CCC 证书。被接受的认证机构还应向指定认证机构提供《实施安排一》中要求的其他相关具体信息。

三、如果特指产品在新西兰境内组装，但含有新西兰境外生产的零部件，只有当在新西兰境内对产品的组装足够支持被接受的认证机构评定该特指产品与适用的强制性要求的符合性时，被接受的认证机构方可在本协定下推荐为该特指产品颁发 CCC 证书。

四、指定认证机构应在收到根据本条第二款进行的推荐后十个工作日内颁发 CCC 证书。

五、中国主管部门应接受任何依据本协定和相关实施安排，包括



《实施安排一》之列表 A.2，获得认证并加施了标志的特指产品符合其国内适用的法律法规。

六、被接受的认证机构为按照本条第四款颁发的 CCC 证书支付给指定认证机构的任何费用应在《实施安排一》中明确。

对于来自中国的特指产品：

七、新西兰主管部门应接受中国被指定的合格评定机构出具的，证明来自中国的特指产品符合适用的强制性要求的合格评定活动的结果。

八、如果特指产品在中国境内组装，但含有在中国境外生产的零部件，只有当在中国境内对产品的组装足够支持指定认证机构评定该特指产品与适用的强制性要求的符合性时，指定认证机构方可在本协定下为该特指产品颁发 CCC 证书。

九、新西兰主管部门应接受任何依据本协定和《实施安排一》，包括《实施安排一》之列表 A.1，获得 CCC 认证并加施了标志的特指产品符合其国内适用的法律法规，包括接受产品获得了许可，符合新西兰电气安全法律法规。

十、依据本协定和《实施安排一》，包括《实施安排一》之列表 A.1，颁发的 CCC 证书：

（一）应被承认作为新西兰法律法规要求的电气安全供方符合性声明的依据文件；

（二）应使新西兰供应商免于做电磁兼容符合性自我声明；

(三) 应使特指产品免于加施新西兰电磁兼容符合性标志。

十一、中国主管部门应在发证后十个工作日内，使新西兰主管部门可获得依据本协定所做认证的相关信息。

## 第十二条 特指产品的标志

一、特指产品在出口前应按照本协定和《实施安排一》的要求加施标志。

对于从中国出口至新西兰的特指产品：

二、《实施安排一》之列表 A.1 中的特指产品的 CCC 证书持有者可向 CCC 标志中心申请发放 CCC 标志、新西兰标志或批准 CCC 标志、新西兰标志加施于该特指产品，CCC 标志中心应按照《实施安排一》之列表 E 中列出的要求发放 CCC 标志和新西兰标志，或批准加施 CCC 标志和新西兰标志。

对于新西兰出口中国的特指产品：

三、《实施安排一》之列表 A.2 中的特指产品的 CCC 证书持有者可向推荐颁发 CCC 证书的被接受的认证机构申请发放 CCC 标志，或批准 CCC 标志加施于该特指产品，该被接受的认证机构应按照《实施安排一》之列表 E 中列出的要求发放 CCC 标志或批准加施 CCC 标志。

四、有关被接受的认证机构应在其发放 CCC 标志或给予批准使用 CCC 标志后十个工作日内，通过相关指定认证机构，向 CCC 标志中心通报其已按照本条第三款发放 CCC 标志或批准使用 CCC 标志。

五、被接受的认证机构发放的标准规格的 CCC 标志都应从 CCC 标志中心购买，有关被接受的认证机构为发放或批准使用 CCC 标志向 CCC 标志中心支付的任何费用应在《实施安排一》之列表 E 中明确。

### **第十三条 贸易便利**

对于从新西兰出口至中国的特指产品：

一、依据《中华人民共和国认证认可条例》（二〇〇三年九月三日颁布）第三十一条及对其的任何修订或取代的法规实施的适用于 CCC 目录内的特指产品的进出口商品检验的任何简化程序，应当同等的应用于本协定下进口的特指产品。

对于从中国出口至新西兰的特指产品：

二、对于本协定下的进口的特指产品，新西兰主管部门对产品与适用的强制性要求的符合性采取的进口检验程序不应超出对从第三方进口的相同类别的产品的检验程序，除非其依据可靠信息认为该特指产品不符合适用的强制性要求。

对于双方：

三、关于在本协定下的进口的特指产品，任何一方对产品与适用的强制性要求的符合性采取的进入市场后的监管措施，都不应超出对从第三方进口到其境内的相同产品的监管措施，除非一方依据可靠信息认为该产品不符合适用的强制性要求。

四、双方应通过合作，就进口方给予特指产品的待遇达成谅解，以便利贸易。任何依据本款达成的谅解，可提交依据《自由贸易协定》第一百条一款建立的 TBT 联合委员会考虑，并可视情况纳入《自由贸易协定》中。

## 第五部分 双边谅解

### 第十四条 监管权力的保留

#### 一、双方承认：

（一）各方主管部门具有根据本国法律，制修订、解释、实施其强制性要求的完全权力；

（二）本协定不限制任何一方主管部门决定在本国境内其认为必要的保护程度，特别是对于人类、动物或植物、安全健康、有形资产或环境的保护；

（三）本协定不限制任何一方主管部门在查明特指产品不符合其强制性要求后采取所有的必要措施，包括从市场上撤回此产品，禁止投放市场，限制流通，启动产品召回，启动法律程序或其它措施防止此类问题的再次发生。当一方主管部门采取此类措施时，应于采取措施后七个工作日内书面通报另一方主管部门，并说明采取措施的原因。

二、双方承认本协定不应阻碍任何一方与第三方就本协定涉及的任何事项缔结双边或多边的互认协定或安排。

## 第十五条 信息交换

一、各方应确保其主管部门向对方的主管部门和相关认可机构通报其国内任何可能影响本协定及/或任何实施安排的法律法规、合格评定程序与制度的预期变化，并提供关于这些变化的英文说明。通报应至少于预期变化生效六十日前做出，为健康、安全及环境之目的需采取紧急措施的情形除外。

二、中国主管部门应在其网站上公布英文版 CCC 实施规则。当发现英文版与中文版不符时，应以中文版为准。中国主管部门应尽快修订在其网站上公布的英文版。

三、如从新西兰出口至中国的特指产品使用了在中国主管部门网站上公布的修改前的英文版实施规则，而被发现不满足中文版实施规则的要求，双方主管部门应采取所有必要措施解决问题。

四、新西兰主管部门可要求中国主管部门提供任何与 CCC 制度相关的，新西兰主管部门、认可机构或合格评定机构为实施本协定所需的法律法规、合格评定程序、标准和文件的英文文本，中国主管部门应在合理的时间内提供英文文本。对于标准，中国主管部门可告知新西兰主管部门与中国标准等效的国际标准及中国标准与该国际标准的差异。

五、各方应确保其主管部门向对方的主管部门通报对其境内列入《实施安排一》之列表 A.1 和 A.2 产品目录中的不符合电气安全与电

磁兼容的法规性要求的特指产品采取的措施：

- (一) 从市场上撤回该产品；
- (二) 禁止该产品投放市场；
- (三) 限制该产品的自由流通；
- (四) 启动对该产品的召回；
- (五) 启动与该产品有关的法律程序。

六、如一方主管部门接收到根据本条第五款进行的通报，可要求另一方提供以下信息：

- (一) 该特指产品的名称、制造商、分销商、产品的概括性描述及其他有关细节；
- (二) 采取措施的原因；
- (三) 正在进行或已经进行的任何调查的细节；
- (四) 任何此类措施和调查的结果。

七、双方应加强各自主管部门之间的互动，促进与本协定所覆盖的特指产品及双方监管制度有关的信息的交流。

八、双方主管部门、认可机构及人员认证机构的联络点应在《实施安排一》中确定。

九、当一方主管部门有合理的依据怀疑在本协定下颁发的 CCC 证书的有效性，该主管部门可向相关被接受的或被指定的认证机构索取作为认证证书基础的任何文件，并明确其希望得到该信息的日期。

## 第十六条 监管

一、各方应确保其有能力对依据本协议定出口到对方的特指产品采取与对本国市场销售的特指产品类似的适当法律措施，包括：

(一) 能够对其国内有以下行为的人或法律实体采取法律措施：

1. 在出口到对方国的特指产品上伪造或冒用 CCC 标志或新西兰标志；或

2. 伪造 CCC 证书，声称其是依据本协议颁发的证书，或冒用 CCC 证书；或

3. 与认可机构、认证机构、检测机构或注册检查员串通伪造在本协议下要求的文件。

(二) 能够对其境内的有过失或故意过错行为的认可机构、注册检查员或合格评定机构采取法律措施。

二、一方主管部门应积极考虑对方主管部门提出的所有关于采取本条第一款描述的任何法律措施的要求。

三、根据本条第二款提出要求的主管部门要向对方主管部门提供一切可收集到的证据，以协助对方考量是否采取措施。

四、只要可能，双方主管部门应在任何其各自或共同决定的本条第一款所列的法律措施中寻求协调。

五、指定认证机构依据被接受的认证机构的推荐颁发 CCC 证书，在所有与被接受的认证机构所作的推荐有关的事宜上，指定认证机构均应免责。

六、人员认证机构依据被接受的认证机构的推荐注册检查员，在所有与被接受的认证机构所作的推荐有关的事宜上，人员认证机构均应免责。

七、双方主管部门应就其各自的与特指产品相关的符合性及监管相关的法律法规进行信息交流。

## **第六部分 最终条款**

### **第十七条 修订**

任何依据第十五条通报的预期变化要求对本协定进行修订：

（一）且被通报的一方的主管部门可以接受修订建议时，双方应采取必要步骤尽快修订本协定；

（二）且被通报的一方的主管部门不接受修订建议时，应于通报三十天内告知另一方的主管部门，双方应依据第十九条开始技术磋商，以解决问题。

### **第十八条 保密**

双方主管部门不应要求认可机构、被接受或被指定的合格评定机构向其透露保密信息，为满足主管部门证明强制性要求符合性的需要而必须透露的情形除外。



- 一、本协议应自《自由贸易协定》生效之日起生效。
- 二、本协议适用于所有在本协定生效当天或之后依据本协议定出

### 第二十一条 生效

- 一、本协议就此作为《自由贸易协定》第八章（技术贸易壁垒）的附件，并成为《自由贸易协定》的组成部分。
- 二、双方承认各自在其他双方共同加入的国际协议或安排中作为签署方的权利与义务，特别是它们在 WTO/TBT 协定及其修订版下的权利与义务。

### 第二十条 与其他国际协议或安排的关系

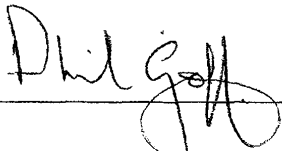
- 一、本协议就此作为《自由贸易协定》第八章（技术贸易壁垒）的附件，并成为《自由贸易协定》的组成部分。
- 二、双方承认各自在其他双方共同加入的国际协议或安排中作为签署方的权利与义务，特别是它们在 WTO/TBT 协定及其修订版下的权利与义务。

- 一、各方均可要求与对方就任何影响本协议的实施的实施、解释及应用的事项进行技术磋商。
- 二、当被要求进行技术磋商时，双方应自要求提出之日起六十天内开始磋商。
- 三、双方可召开一次或多次本协议第二款所指的磋商会议。举行会议的地点及时间应由双方共同决定。
- 四、如根据本协议第二款进行的磋商未能解决上述事项，提出要求的一方可将事项提交到依据《自由贸易协定》第一百零一条第一款建立的 TBT 联合委员会考虑。

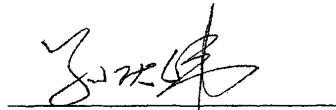
### 第十九条 技术磋商

具的检测报告，所进行的检查及认证。

本协定于二〇〇八年 4 月 7 日在 北京 以英、中文签署，一式两份。两种文本具有同等效力。



新西兰政府代表



中华人民共和国政府代表

**中华人民共和国政府  
与  
新西兰政府  
关于电子电器产品及其部件  
合格评定的合作协定  
实施安排一**

根据《中华人民共和国政府与新西兰政府关于电子电器产品及其部件合格评定的合作协定》（简称《协定》）的第三条，双方主管部门达成以下实施安排。

## **第一部分 通则**

### **一、术语**

《协定》中的定义适用于本实施安排，除非本文另有规定。

### **二、主管部门、认可机构、人员认证机构和合格评定机构之间的沟通**

（一）双方主管部门、认可机构、人员认证机构和合格评定机构可视情况相互直接沟通，也可与其服务对象之间直接沟通。

（二）可能时，双方主管部门、认可机构、人员认证机构和合格评定机构之间将通过安全的电子方式传递信息。

（三）双方主管部门、认可机构、人员认证机构和合格评定机构之间无法通过安全的电子方式传递的文件将通过航空邮件或同等的航空快件服务传递。

## **第二部分 主管部门**

### **三、表格与文件的准备**

（一）为实施本实施安排第二部分及之后的任何修订所必需的任何新表格、其他文件或程序，由双方主管部门协商后共同决定。

（二）双方主管部门将通过安全的电子方式互相发送联络表、信息需求和交换的信息，除非双方主管部门共同以书面形式做出其他决定。

### **四、主管部门与联络点**

（一）中国主管部门：

中华人民共和国国家认证认可监督管理局

地址：中华人民共和国北京市海淀区马甸东路9号 邮编：100088

联络点：薄昱民

（二）新西兰主管部门：

新西兰经济发展部 (Ministry of Economic Development)

地址: 新西兰惠灵顿市伯温街 33 号 (33 Bowen Street, Wellington, New Zealand)

负责电气安全的联络点: 能源安全部 彼得·莫非 (Mr. Peter Morfee)

负责电磁兼容的联络点: 能源安全部 威恩·韦德斯普恩 (Mr. Wayne Wedderspoon)

### 五、特指产品强制性要求

(一) 特指产品、从中国出口到新西兰的特指产品适用的产品相关标准、以及适用的 CCC 实施规则, 在本实施安排的列表 A.1 中予以明确。

(二) 特指产品、从新西兰出口到中国的特指产品适用的产品相关标准、以及适用的 CCC 实施规则, 在本实施安排的列表 A.2 中予以明确。

## 第三部分 检测机构认可机构

### 六、检测机构认可机构及其联络点

(一) 中国检测机构认可机构:

中国合格评定国家认可委员会

地址: 中华人民共和国北京市朝阳区朝外大街甲 10 号 邮编: 100020

联络点: 魏昊

(二) 新西兰检测机构认可机构:

新西兰国际认可机构 (International Accreditation New Zealand)

地址: 新西兰奥克兰市格陵兰大南方街 626 号 (626 Great South Road, Greenlane, Auckland)

联络点: 刘伟林 (Dr Llewellyn Richards)

### 七、与检测机构认可相关的表格与文件的准备

(一) 为实施本实施安排第三部分及之后的任何修订所必需的任何新表格、其他文件或程序, 由检测机构认可机构协商后共同决定。

(二) 检测机构认可机构间将通过安全的电子方式互相发送联络表、信息需求和交换的信息, 除非共同以书面形式做出其他决定。

## 八、推荐、接受或指定检测机构的要求

(一) 推荐、接受或指定检测机构的基本条件是：

1. 被依据 ISO/IEC17011 及国际实验室认可组织相关指南运作的有关认可机构按照 ISO/IEC17025 认可，表明该检测机构具备按照适用的 CCC 实施规则、依据本实施安排之列表 A.1 或 A.2 中列出的有关产品标准实施合格评定的能力；及

2. 符合本实施安排之列表 B 中列出的对接受或指定检测机构的其他强制性要求。

(二) 为确保被接受或被指定的检测机构保持依据标准和/或规范证明产品符合有关强制性要求的必要技术能力，有关检测机构认可机构或有关主管部门将对被接受或被指定的检测机构进行年度评审。

(三) 双方检测机构认可机构将鼓励本国被接受或被指定的检测机构参加人员交流项目、相关能力验证项目以及其他比对，以建立和保持对其按要求实施测试的技术能力的信心。

(四) 有关检测机构认可机构将向有关主管部门推荐将被接受或被指定的检测机构的合格评定活动的范围。有关主管部门仅在其确定的范围内承认按照适用的强制性要求进行的合格评定活动的结果。

## 九、关于接受新西兰检测机构的信息要求

新西兰主管部门在推荐检测机构时将向中国的有关联络点提供每个被推荐检测机构的以下详细情况：

1. 名称；
2. 邮政地址；
3. 传真号码（如果有）；
4. 电子邮件地址（如果有）；
5. 检测机构联系人的姓名与电话号码；
6. 认可机构的名称；
7. 推荐的合格评定活动范围，具体包括特指产品的范围、相关标准与差异、测试方法、能力及任何其他的相关细节；
8. 推荐的日期。

## 第四部分 认证机构认可机构

### 十、认证机构认可机构及其联络点

(一) 中国认证机构认可机构:

中国合格评定国家认可委员会

地址: 中华人民共和国北京市朝阳区朝外大街甲 10 号 邮编: 100020

联络点: 魏昊

(二) 新西兰认证机构认可机构:

澳大利亚与新西兰联合认可机构 (Joint Accreditation System of Australia and New Zealand)

地址: 新西兰惠灵顿市特雷斯街 22 号 5 层 (Level 5, 22, The Terrace, Wellington)

联络点: 詹姆斯·盖勒威 (Mr. James Galloway)

### 十一、与认证机构认可相关的表格与文件的准备

(一) 为实施本实施安排第四部分及之后的任何修订所必需的任何新表格、其他文件或程序, 由认证机构认可机构协商后共同决定。

(二) 认证机构认可机构间将通过安全的电子方式互相发送联络表、信息需求和交换的信息, 除非共同以书面形式做出其他决定。

### 十二、推荐、接受或指定认证机构的要求

(一) 推荐、接受或指定认证机构的基本条件是:

1. 应被依据 ISO/IEC17011 及国际认可论坛相关指南运作的有关认可机构按照 ISO/IEC 导则 65 认可, 表明该机构具备按照适用的 CCC 实施规则、依据《实施安排一》之列表 A.1 或 A.2 中列出的有关产品标准实施合格评定的能力; 及

2. 符合本实施安排之列表 C 中其他接受或指定认证机构的强制性要求。

(二) 为确保被接受或被指定的认证机构保持依据标准和/或规范证明产品符合有关强制性要求的必要技术能力, 有关认证机构认可机构或有关主管部门将对被接受或被指定的认证机构进行年度评审。

(三) 双方认证机构认可机构将鼓励本国被接受或被指定的认证机构参加人员交流项目以及比对, 以建立和保持对其按要求实施认证的技术能力的信心。

(四) 有关认证机构认可机构将向有关主管部门推荐将被接受或被指定的认证机构的合格评定活动的范围。有关主管部门仅在其确定的范围内承认按照适用的强制性要求进行的合格评定活动的结果。

### 十三、关于接受新西兰认证机构的信息要求

新西兰主管部门在推荐认证机构时应向中国有关联络点提供每个被推荐认证机构的以下详细情况：

1. 名称；
2. 邮政地址；
3. 传真号码（如果有）；
4. 电子邮件地址（如果有）；
5. 认证机构联系人的姓名与电话号码；
6. 认可机构名称；
7. 推荐接受的合格评定活动范围，具体包括特指产品的范围、有关认证实施规则及任何其他的相关细节；
8. 推荐的日期。

## 第五部分 人员认证机构

### 十四、人员认证机构及其联络点

人员认证机构：

中国认证认可协会

地址：中华人民共和国北京市朝阳区朝外大街甲 10 号 邮编：100020

联络点：李强

### 十五、与人员认证机构相关的表格与文件的准备

（一）为实施本实施安排第五部分及之后的任何修订所必需的任何新表格、其他文件或程序，由人员认证机构决定。

（二）人员认证机构将以书面方式向相关认可机构和相关被接受的或已申请被接受的认证机构提供任何其决定的新表格、其他文件或程序。

（三）人员认证机构和认证机构将通过安全的电子方式相互发送联络表、信息需求和交换的信息，除非人员认证机构做出其他决定。

### 十六、推荐或注册检查员的要求

（一）推荐或注册检查员的基本条件是符合本实施安排之列表 D 中列出的强制性要求。



(二) 有关认证机构在推荐检查员时将表明其申请注册的范围，且人员认证机构将明确检查员注册范围，注册范围以 CCC 实施规则的编号表示。《协定》第十条规定的人员认证机构对检查员的任何注册义务仅限于就按照上述要求推荐的合格评定活动范围对检查员给予注册。

### **十七、关于注册新西兰检查员的信息要求**

有关认证机构在推荐检查员时，将按照列表 D 中的要求向人员认证机构的适当联络点提供每一个被推荐检查员的信息。

### **十八、被接受的认证机构推荐的新西兰检查员注册的费用**

人员认证机构注册被推荐的检查员收取的费用标准在列表 D 中明确。

## **第六部分 认证与标志批准**

### **十九、对特指产品的认证**

被接受的认证机构在推荐特指产品认证时，将向有关指定认证机构提供推荐认证的特指产品的以下信息：

1. 申请者名称和地址；
2. 产品名称、类型/型号或系列名称、相关规格（技术参数）、注册商标或品牌名（如果有）；
3. 产品的制造商和生产或组装厂（场）的名称和地址；
4. 认证依据的标准号；
5. 有效证书的完整复印件，包括做出推荐的认证机构出具的证书的附件（如果有）；
6. 发证和做出推荐的认证机构的简称。

### **二十、接受新西兰认证的费用**

中国认证机构接受新西兰认证机构的认证收取的费用标准在列表 C 中明确。

### **二十一、CCC 标志中心**

CCC 标志中心：  
CCC 认证标志发放管理中心

地址：中华人民共和国北京市朝阳区朝外大街甲 10 号 邮编：100020

## 二十二、标志批准

(一) 发放 CCC 标志及批准加施 CCC 标志的规则，包括相关 CCC 标志申请表样式，在本实施安排之列表 E 中明确。

(二) 中国认证机构按照本实施安排之列表 A.1 中列出的强制性要求进行了认证，则将在产品上按照列表 E 中的要求加施新西兰标志。

(三) 对于新西兰的特指产品，CCC 标志中心收取的 CCC 标志费用标准在列表 E 中明确。

## 第七部分 双边谅解

### 二十三、合作

(一) 双方主管部门、认可机构、人员认证机构和合格评定机构将开展合作，提高执行《协定》及本实施安排的有效性和效率。

(二) 双方主管部门将采取一切共同认为必要及合适的措施加强《协定》的执行。

### 二十四、修订

(一) 双方可随时通过主管部门以书面形式共同决定修订本实施安排。修订自做出书面决定之日起生效，下述第(二)款的情况除外。

(二) 对本实施安排的列表的任何修订自国内为使修订生效的必要程序完成后双方主管部门交换有关书面通知之日起生效。

(三) 当任何依据《协定》第十五条一款通报的变化要求对本实施安排进行修订时：

1. 若接收通报的主管部门可接受修订，双方将通过主管部门采取必要的步骤尽快修订本实施安排；

2. 若接收通报的主管部门不接受修订，双方将依据《协定》第十九条开始技术磋商，寻求解决。

(四) 依据《协定》第十五条一款通报的关于在本实施安排或其列表中提及但未直接引用的任何法律法规、监督管理要求或文件的变化适用于本实施安排或其列表，除非接收依据《协定》第十五条进行的通报的一方主管部门在接到通报后三十天内告知另一方主管部门不能接受这

些变化。在这种情况下，双方将按照《协定》第十九条开始技术磋商，寻求解决。

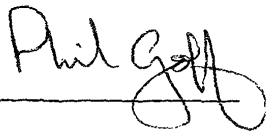
### 二十五、生效与终止

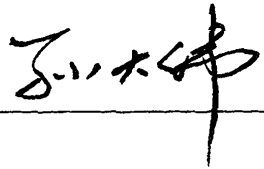
- (一) 本实施安排自《协定》生效之日起生效。
- (二) 本实施安排自《协定》终止之日起终止。

本实施安排于二〇〇八年 4 月 7 日在 北京 以英、中文签署，一式两份。两种文本具有同等效力。

新西兰经济发展部

中华人民共和国国家认证认可  
监督管理局

  
\_\_\_\_\_

  
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[ ENGLISH TEXT – TEXTE ANGLAIS ]

**ANNEX 14**

**The Agreement  
between  
the Government of New Zealand  
and  
the Government of the People's Republic of China  
on  
Cooperation in the Field of Conformity Assessment in Relation to  
Electrical and Electronic Equipment and Components**

The Government of New Zealand (“New Zealand”) and the Government of the People’s Republic of China (“China”), hereafter collectively referred to as “the Parties”:

**Recalling** their longstanding friendship and growing bilateral economic and trade relationship;

**Mindful** of the Trade and Economic Cooperation Framework between New Zealand and the People’s Republic of China adopted on 28 May 2004 with the objective of strengthening the comprehensive and stable economic and trade relationship between the Parties;

**Bearing in mind** the Free Trade Agreement between the Government of New Zealand and the Government of the People’s Republic of China;

**Acknowledging** the status of the Parties as Members of the World Trade Organisation, and reaffirming in particular their rights and obligations with respect to each other under the World Trade Organisation Agreement on Technical Barriers to Trade;

**Recognising** the value of mutual recognition of conformity assessment as a tool to reduce compliance costs and facilitate bilateral trade;

**Noting** the growing level of integration of the New Zealand and Australian conformity assessment infrastructures through the Agreement between New Zealand and Australia concerning the Establishment of the Governing Board, Technical Advisory Council and Accreditation Review Board of the Joint Accreditation System of Australia and New Zealand (JAS-ANZ);

**Considering** the Parties’ shared commitment to promoting the enhancement of product quality, with a view to protecting the health, safety and environment of their citizens;

**Desiring** to conclude an agreement to facilitate trade in electrical and electronic equipment and components between the Parties, by providing an alternative mechanism for demonstrating compliance with mandatory requirements of New Zealand and China for such equipment and components in addition to existing mechanisms;

Have agreed as follows:

**PART I**  
**DEFINITIONS AND SCOPE**

**Article 1**  
**Definitions**

1. For the purposes of this Agreement:

**Acceptance** means, as the case may be:

- (a) the use of test reports and/or certifications as a basis for regulatory actions such as issuing approvals, licences, registrations and post-market assessments of conformity and “accept” has a corresponding meaning; or
- (b) the recognition by the Chinese Responsible Authority of a Conformity Assessment Body to perform Conformity Assessment Activities in respect of Specified Products for export from New Zealand to China, and **accepted** has a corresponding meaning;

**Accreditation Agency** means a body specified in Implementing Arrangement 1 with the authority, in accordance with this Agreement and any applicable Implementing Arrangements, to accredit conformity assessment bodies within its territory;

**Agreement** means the Agreement between the Government of New Zealand and the Government of the People’s Republic of China on Cooperation in the Field of Conformity Assessment in Relation to Electrical and Electronic Equipment and Components;

**China Compulsory Certification (“CCC”) System** means the system established under Article 28 of the Regulations of the People’s Republic of China on Certification and Accreditation promulgated on 3 September 2003, and any amendments or successor regulations thereto;

**CCC Certificate** means a certificate issued by a designated Certification Body certifying that the product covered therein conforms with the CCC Implementation Rules as well as any deviations required by New Zealand, and approving the use of a CCC Mark;

**CCC Implementation Rules** means the existing CCC Implementation Rules setting out the criteria, procedures and methodologies for carrying out conformity assessments published by the Chinese Responsible Authority and any subsequent amendments to the Rules, that the Parties have jointly decided to extend to this Agreement. For the purposes of this Agreement, any reference to a Chinese Standard in the CCC Implementation Rules shall be replaced by the relevant standard and

deviations specified in Schedule A.1 or A.2 of Implementing Arrangement 1;

**CCC Mark** means the mark described in Schedule E of Implementing Arrangement 1 that is applied to a Specified Product pursuant to a CCC Certificate and that is a Mandatory Requirement for acceptance in China, or recognition in New Zealand, of that Specified Product under this Agreement;

**CCC Mark Centre** means a Chinese agency specified in Implementing Arrangement 1 with authority under Chinese legislation and in accordance with this Agreement to issue or approve the application of a CCC Mark or a New Zealand Mark;

**Certification** means a procedure by which a Certification Body gives written attestation that a Specified Product conforms to Mandatory Requirements;

**Certification Body** means a body that may be accepted or designated in accordance with this Agreement to carry out certification;

**Conformity Assessment Activities** means:

- (a) testing for conformity with Mandatory Requirements by accepted or designated Test Facilities;
- (b) factory inspections carried out to the applicable Mandatory Requirements by a Registered Inspector appointed by accepted or designated Certification Bodies;
- (c) product evaluation activities carried out in accordance with the applicable Mandatory Requirements by an accepted or designated Certification Body, the results of which are supplemented by test reports from accepted or designated Test Facilities and inspections by a Registered Inspector appointed by that Certification Body;
- (d) product surveillance activities carried out in accordance with applicable Mandatory Requirements;
- (e) certification to Mandatory Requirements by an accepted or designated Certification Body;

**Conformity Assessment Body** means a body that conducts Conformity Assessment Activities and may be accepted or designated under this Agreement as a:

- (a) Test Facility; and/or
- (b) Certification Body;

**Designation** means the authorization by the Chinese Responsible Authority of a Conformity Assessment Body to perform Conformity Assessment Activities in respect of Specified Products for export from China to New Zealand, and 'designated' has a corresponding meaning;

**Free Trade Agreement** means the Free Trade Agreement between the Government of New Zealand and the Government of the People's Republic of China;

**Inspector** means an individual who may be registered in accordance with this Agreement to conduct factory inspections to the applicable Mandatory Requirements;

**Mandatory Requirements** means the requirements set out in Article 4 of this Agreement;

**New Zealand Mark** means the mark described in Schedule E of Implementing Arrangement 1 that is applied to a Specified Product pursuant to a CCC Certificate demonstrating compliance with the Mandatory Requirements for recognition in New Zealand under this Agreement of that Specified Product;

**Personnel Certification Body** means a Chinese body specified in Implementing Arrangement 1, with authority under Chinese law and in accordance with this Agreement and any applicable Implementing Arrangements to register Inspectors for the purposes of this Agreement;

**Registration** means authorization by the Personnel Certification Body of an Inspector to carry out factory inspections to the applicable Mandatory Requirements, and **registered** has a corresponding meaning;

**Responsible Authority** means a department or other administrative entity, specified in Implementing Arrangement 1 with:

- (a) the authority under Chinese law and in accordance with this Agreement and any applicable Implementing Arrangements to designate or accept, place in abeyance, reinstate, suspend, remove suspension, or withdraw designation or acceptance of, Conformity Assessment Bodies within its territory or the territory of New Zealand, for the purposes of this Agreement; or
- (b) the authority under New Zealand law and in accordance with this Agreement and any applicable Implementing Arrangements to recommend the acceptance, placement in abeyance, reinstatement, suspension, removal of suspension, or withdrawal of acceptance of Conformity Assessment Bodies within the territory of New Zealand, or to recognize the designation, placement in abeyance, reinstatement, suspension, removal of suspension or withdrawal of designation of Conformity Assessment Bodies in the territory of China for the purposes of this Agreement;

**Specified Product** means new electrical and electronic equipment and components listed in Schedule A.1 or A.2 of Implementing Arrangement 1;



**Test Facility** means a facility, including an independent laboratory or official testing body, that may be accepted or designated in accordance with this Agreement to carry out testing of a Specified Product to the applicable Mandatory Requirements;

**Test Report** means a document issued by an accepted or designated Test Facility attesting to the compliance of a Specified Product with the applicable Mandatory Requirements;

**WTO TBT Agreement** means the *Agreement on Technical Barriers to Trade*, which is part of the WTO Agreement.

2. Subject to paragraph 4, the definitions in Chapter 8 (Technical Barriers to Trade) of the Free Trade Agreement shall also apply to this Agreement.

3. General terms concerning conformity assessment used in this Agreement have the same meaning as given in the definitions contained in ISO/IEC 17000 “Conformity Assessment – vocabulary and general principles” of the International Organisation for Standardisation and the International Electrotechnical Commission.

4. In the event of an inconsistency between an ISO/IEC 17000 definition, or a definition in Chapter 8 (Technical Barriers to Trade) of the Free Trade Agreement, and a definition in this Agreement or its Implementing Arrangements, the definition in this Agreement or its Implementing Arrangements shall prevail.

## **Article 2**

### **Scope**

This Agreement applies to regulatory actions and Conformity Assessment Activities relating to Specified Products manufactured or assembled in the territories of the Parties and consigned directly between the Parties.

## **Article 3**

### **Implementing Arrangements**

The Parties may, through their respective Responsible Authorities, conclude Implementing Arrangements setting out details for the implementation of this Agreement.

**PART II**  
**MANDATORY REQUIREMENTS**

**Article 4**  
**Mandatory Requirements**

1. For the purposes of this Agreement, Mandatory Requirements for Specified Products consist of:
  - (a) product related standards;
  - (b) CCC Implementation Rules;
  - (c) other relevant legislative, regulatory and administrative requirements.
  
2. Product related standards and applicable CCC Implementation Rules for Specified Products consigned directly from China to New Zealand shall be specified in Schedule A.1 of Implementing Arrangement 1 and shall include any other standards referenced in those standards.
  
3. Product related standards and applicable CCC Implementation Rules for Specified Products consigned directly from New Zealand to China shall be specified in Schedule A.2 of Implementing Arrangement 1 and shall include any other standards referenced in those standards.
  
4. The other legislative, regulatory and administrative requirements related to Specified Products are set out in Articles 7 and 8 of this Agreement, and set out, or referred to, in the relevant Implementing Arrangements, including the Schedules to Implementing Arrangement 1, and include interpretative documents relating to the CCC Implementation Rules.
  
5. The CCC Implementation Rules are referred to in Implementing Arrangement 1 and its Schedules.

**Article 5**  
**Product Related Standards**

The Schedules in the Implementing Arrangements setting out the product related standards shall be expressed:

- (a) for Specified Products in Schedule A.1 of Implementing Arrangement 1, by reference to the relevant Chinese standards and any deviations from those standards that the New Zealand Responsible Authority may require; and
- (b) for Specified Products in Schedule A.2 of Implementing Arrangement 1, by reference to the relevant IEC and/or ITU standards which form the basis of the relevant Chinese standards and any deviations from those standards that the Chinese Responsible Authority may require.

**PART III**  
**ACCEPTANCE AND DESIGNATION**

**Article 6**

***Accreditation Agencies***

1. A New Zealand Accreditation Agency shall apply the criteria specified in this Agreement and Implementing Arrangement 1 for assessing, accrediting, and recommending, to the New Zealand Responsible Authority, Conformity Assessment Bodies in its territory for the purposes of this Agreement.
2. A Chinese Accreditation Agency shall apply the criteria specified in this Agreement and Implementing Arrangement 1 for assessing, accrediting, and recommending to the Chinese Responsible Authority, Conformity Assessment Bodies in its territory for the purposes of this Agreement.
3. Each Party shall ensure that its Accreditation Agencies take appropriate measures to maintain their competence and the competence of the Conformity Assessment Bodies accredited by them for the purposes of this Agreement. Such measures shall include participation in Mutual Recognition Agreements or Arrangements, where available, in which they are subject to peer evaluation.
4. The Accreditation Agencies of both Parties shall have technical consultations, where necessary, to ensure continuous consistency of application of the Mandatory Requirements.

**Article 7**

**Criteria for Recommending and Accepting or Designating Conformity Assessment Bodies**

1. The criteria for recommending and accepting or designating a Test Facility or Certification Body shall be specified in Implementing Arrangement 1.
2. When amendments or revisions to the relevant international standards or guides cited in Implementing Arrangement 1 have been adopted by international standardization organizations, each Party shall endeavour to apply the most current version of those standards or guides. Where this is not possible, each Party shall continue to accept the results of Conformity Assessment Activities performed according to the older version of such standards or guides unless otherwise jointly decided by the Responsible Authorities.

## **Article 8**

### **Procedures for Recommending and Accepting or Designating Conformity Assessment Bodies**

For New Zealand:

1. The New Zealand Responsible Authority may recommend, following the procedures set out in paragraph 2, any Conformity Assessment Body in New Zealand in accordance with this Agreement and Implementing Arrangement 1, and the Chinese Responsible Authority shall accept such recommendation, following the procedures set out in paragraph 3.
2. The New Zealand Responsible Authority:
  - (a) may recommend to the Chinese Responsible Authority, in writing, via the appropriate Contact Point, the acceptance for the purposes of this Agreement of a Conformity Assessment Body that meets the relevant criteria for acceptance under this Agreement; and
  - (b) shall advise the Chinese Responsible Authority of the procedures used to ensure that the recommended Conformity Assessment Body is technically competent and complies with the relevant criteria for acceptance; and
  - (c) shall provide the relevant details specified in Implementing Arrangement 1 in respect of each recommended Conformity Assessment Body.
3. On receiving a recommendation from the New Zealand Responsible Authority under paragraph 2, the Chinese Responsible Authority shall:
  - (a) list the recommended Conformity Assessment Body as an accepted Conformity Assessment Body, for the Specified Products and Mandatory Requirements for which the recommendation was made; and
  - (b) advise the New Zealand Responsible Authority of the listing and the relevant details identifying the acceptance of the Conformity Assessment Body within 10 working days of receiving the recommendation from the New Zealand Responsible Authority.
4. The New Zealand Responsible Authority shall advise the appropriate Chinese Contact Point, in writing, of any changes it recommends to be made to the relevant lists of accepted Conformity Assessment Bodies. The Chinese Responsible Authority shall advise the appropriate New Zealand Contact Point, in writing, within 10 working days of receiving the recommendation, that it has amended the relevant list accordingly.

For China:

5. The Chinese Responsible Authority shall advise the appropriate New Zealand Contact Point, in writing, of any Conformity Assessment Body in its territory that meets the relevant criteria for designation under this Agreement, and that has been designated for the purposes of this Agreement, as well as any changes to such designations, within 10 working days of making such designations or changes.

For both Parties:

6. Each Responsible Authority shall seek to ensure that the Conformity Assessment Bodies that it recommends or designates maintain the necessary technical competence to demonstrate the conformity of a Specified Product with the applicable Mandatory Requirements within the scope of their acceptance or designation.

### **Article 9 Abeyance, Suspension or Withdrawal of Conformity Assessment Bodies**

1. The New Zealand Responsible Authority may recommend to the Chinese Responsible Authority, placement in abeyance, reinstatement, suspension, removal of suspension or withdrawal of acceptance of any Conformity Assessment Body that it has recommended under Article 8.1 and 8.2 of this Agreement and the Chinese Responsible Authority shall take any action required to update the relevant list and shall advise the New Zealand Responsible Authority accordingly within 10 working days after the receipt of the recommendation.

2. The Chinese Responsible Authority may place in abeyance, reinstate, suspend, remove suspension or withdraw the designation of any Conformity Assessment Body designated under Article 8.5 of this Agreement and shall take any action required to update the relevant list and shall advise the New Zealand Responsible Authority accordingly within 10 working days of taking such actions.

3. A Responsible Authority may challenge the technical competence or compliance of an accepted or designated Conformity Assessment Body of the other Party. This right shall be exercised only where supported by relevant expert analysis or evidence.

4. When a Responsible Authority wishes to challenge an accepted or designated Conformity Assessment Body pursuant to Article 9.3, it shall do so by notifying in writing the Responsible Authority of the other Party, stating the reasons for the challenge. The Responsible Authority receiving such a

notification shall ensure that a review is conducted in a timely manner and shall discuss the results of this review with the Responsible Authority that made the challenge with a view to resolving any issues as soon as possible.

5. When a Responsible Authority makes a challenge under Article 9.4, then unless the Responsible Authorities jointly decide otherwise, the relevant scope of the acceptance or designation under this Agreement of the challenged Conformity Assessment Body shall be placed in abeyance. Any test reports or certifications issued within that scope after the time that Conformity Assessment Body was challenged shall not be valid for the purposes of this Agreement, unless the Responsible Authorities jointly decide otherwise.

6. The acceptance or designation of the challenged Conformity Assessment Body shall cease to be in abeyance if:

- (a) the challenging Responsible Authority is satisfied as to the competence or compliance of that Conformity Assessment Body and notifies the Responsible Authority of the other Party in writing
- (b) in the case of a challenge from the Chinese Responsible Authority, the New Zealand Responsible Authority decides to withdraw the recommendation of acceptance of that Conformity Assessment Body;
- (c) in the case of a challenge from the New Zealand Responsible Authority, the Chinese Responsible Authority decides to withdraw the designation of that Conformity Assessment Body.

7. The results of Conformity Assessment Activities carried out by a challenged Conformity Assessment Body on or before the date of placement in abeyance, suspension, or withdrawal of designation, shall remain valid unless the Responsible Authorities jointly determine otherwise based on health, safety or environmental considerations.

## **Article 10**

### **Registration, and Suspension and Withdrawal of Registration of Inspectors**

1. The criteria for recommending and registering an Inspector shall be specified in Implementing Arrangement 1, including Schedule D to Implementing Arrangement 1.

For New Zealand:

2. An individual in New Zealand or Australia who is employed by, or under the direct control of, a Certification Body that has been accepted or has applied for acceptance by the Chinese Responsible Authority pursuant to this Agreement may apply to that Certification Body, in the form specified in

Schedule D of Implementing Arrangement 1, to be recommended for registration as an Inspector for the purpose of this Agreement.

3. On the recommendation of that Certification Body, the Personnel Certification Body shall register an applicant under paragraph 2 as an Inspector if the New Zealand Certification Body has assessed the applicant in accordance with Schedule D of Implementing Arrangement 1 as meeting the criteria in that Schedule.

4. The Personnel Certification Body shall notify the relevant Certification Body of a registration made in accordance with paragraph 3 and issue a registration certificate pursuant to Schedule D of Implementing Arrangement 1, within 10 working days of receiving the recommendation.

5. The New Zealand Responsible Authority shall ensure that an accepted Certification Body takes appropriate measures to ensure the competence of its registered Inspectors and uses Inspectors only within the scope of their registration.

6. The New Zealand Responsible Authority shall ensure that its Accreditation Agency for Certification Bodies ensures that an accepted Certification Body establishes procedures for the evaluation of Inspectors and maintains its competence in accordance with Schedules C and D of Implementing Arrangement 1.

7. An accepted Certification Body may recommend that the Personnel Certification Body suspend or withdraw registration of an Inspector for a particular scope for which it has recommended registration under paragraph 3. The Personnel Certification Body shall take all necessary measures to update the relevant list and notify that accepted Certification Body within 10 working days.

8. Any fees payable to the Personnel Certification Body by an accepted Certification Body for registration of an Inspector under paragraph 3 shall be specified in Schedule D of Implementing Arrangement 1.

For China:

9. An individual in China who is employed by, or under the direct control of, a designated Certification Body may apply to the Personnel Certification Body for registration as an Inspector for the purposes of this Agreement in the form specified in Schedule D of Implementing Arrangement 1.

10. The Personnel Certification Body shall register an applicant under paragraph 9 as an Inspector for the purposes of this Agreement, if the Personnel Certification Body has assessed the applicant in accordance with Schedule D of Implementing Arrangement 1 as meeting the criteria in that Schedule.

11. The Personnel Certification Body may suspend or withdraw registration of an Inspector registered under paragraph 10, and shall take all necessary measures to update the relevant list.

12. The Chinese Responsible Authority shall ensure that the Personnel Certification Body takes appropriate measures to ensure its competence, including seeking accreditation to ISO/IEC 17024 or any standard that replaces it, and the competence of its registered Inspectors.

13. The Chinese Responsible Authorities shall ensure that designated Certification Bodies use Inspectors only within the scope of their registration.

**PART IV**  
**ACCEPTANCE OF RESULTS OF CONFORMITY ASSESSMENT**  
**ACTIVITIES**

**Article 11**

**Acceptance of Results of Conformity Assessment Activities**

*For Specified Products from New Zealand:*

1. The Chinese Responsible Authority shall accept the results of Conformity Assessment Activities issued by an accepted Conformity Assessment Body that demonstrate conformity of Specified Products from New Zealand with the applicable Mandatory Requirements.

2. An accepted Certification Body may advise a designated Certification Body that the conditions for issuing a CCC Certificate under this Agreement have been met and recommend by way of a product certificate that the designated Certification Body issue a CCC Certificate pursuant to this Agreement. The accepted Certification Body shall also provide to the designated Certification Body other relevant details specified in Implementing Arrangement 1.

3. In the case of a Specified Product that is assembled in New Zealand but contains components manufactured outside New Zealand, an accepted Certification Body may recommend the issuing of a CCC certificate for that product under this Agreement, provided that the assembly of the product in New Zealand is sufficient to enable the accepted Certification Body to assess that Specified Product for conformity with the applicable Mandatory Requirements.



4. Where a designated Certification Body receives a recommendation pursuant to paragraph 2, it shall issue a CCC Certificate within 10 working days of receiving the recommendation.

5. The Chinese Responsible Authority shall accept any Specified Product that is certified and marked in accordance with this Agreement and the relevant Implementing Arrangements, including Schedule A.2 of Implementing Arrangement 1, as conforming with its applicable domestic legislation.

6. Any fees payable by an accepted Certification Body to a designated Certification Body for issuing a CCC Certificate pursuant to paragraph 4 shall be specified in Schedule D of Implementing Arrangement 1.

For Specified Products from China:

7. The New Zealand Responsible Authority shall accept the results of Conformity Assessment Activities issued by a designated Conformity Assessment Body in China that demonstrate conformity of Specified Products from China with the applicable Mandatory Requirements.

8. In the case of a Specified Product that is assembled in China but contains components manufactured outside China, a designated Certification Body may issue a CCC certificate for that product under this Agreement, provided that the assembly of the product in China is sufficient to enable the designated Certification Body to assess that Specified Product for conformity with the applicable Mandatory Requirements.

9. The New Zealand Responsible Authority shall accept any Specified Product that is CCC certified and marked in accordance with this Agreement and Implementing Arrangement 1, including Schedule A.1 of Implementing Arrangement 1, as conforming with its applicable domestic legislation, including being approved as being in compliance with New Zealand electrical safety legislation.

10. A CCC certificate issued in accordance with this Agreement and Implementing Arrangement 1, including Schedule A.1 of Implementing Arrangement 1:

- (a) shall be recognised as the document used as the basis for a Supplier's Declaration of Compliance for electrical safety for compliance with the New Zealand legislation;
- (b) shall exempt the New Zealand supplier from the requirement to make a Self Declaration of Conformity for electromagnetic compatibility; and
- (c) shall exempt the Specified Product from any requirements to apply a New Zealand EMC compliance mark.

11. The Chinese Responsible Authority shall make available to the New Zealand Responsible Authority information relating to any certification made under this Agreement within 10 working days of issuing the certificate.

## **Article 12**

### **Marking of Specified Products**

1. Specified Products shall be marked prior to export in accordance with this Agreement and Implementing Arrangement 1.

For Specified Products from China to New Zealand:

2. The holder of a CCC Certificate for a Specified Product in Schedule A.1 of Implementing Arrangement 1 may apply to the CCC Mark Centre to issue or to approve the application of the CCC Mark and the New Zealand Mark to that Specified Product, and the CCC Mark Centre shall issue the CCC Mark and the New Zealand Mark or grant approval for the application of the CCC Mark and the New Zealand Mark in accordance with the criteria set out in Schedule E of Implementing Arrangement 1.

For Specified Products from New Zealand to China:

3. The holder of a CCC Certificate for a Specified Product in Schedule A.2 of Implementing Arrangement 1 may apply to the accepted Certification Body that recommended issuing the CCC Certificate, to issue or approve the application of the CCC Mark to that Specified Product, and the accepted Certification Body shall issue the CCC Mark or grant approval for the application of the CCC Mark in accordance with the criteria set out in Schedule E of Implementing Arrangement 1.

4. The relevant accepted Certification Body shall, through the relevant designated Certification Body, notify the CCC Mark Centre that it has issued or granted approval for the application of CCC Mark under paragraph 3 within 10 working days of issuing the CCC Mark or granting that approval.

5. All CCC Marks of standard sizes that an accepted Certification Body issues shall be purchased from the CCC Mark Centre and any fees payable by the relevant accepted Certification Body to the CCC Mark Centre for Marks that it has issued or approved shall be specified in Schedule E of Implementing Arrangement 1.

**Article 13**  
**Trade Facilitation**

For Specified Products from New Zealand to China:

1. Any simplified procedures on import – export commodity inspection applied pursuant to Article 31 of the Regulations of the People’s Republic of China on Certification and Accreditation promulgated on 3 September 2003, or any amendments or successor regulations thereto, that apply to a product in the CCC Catalogue shall apply equally to a Specified Product imported under this Agreement.

For Specified Products from China to New Zealand:

2. The New Zealand Responsible Authority shall not, in respect of a Specified Product imported under this Agreement, apply import inspection procedures relating to the compliance of that product with the applicable Mandatory Requirements that exceed those that would be required for products in the same product category as that Specified Product imported from third parties, unless it is acting on reliable information that the product may not comply with the applicable Mandatory Requirements.

For both Parties:

3. Neither Party, in respect of a Specified Product imported under this Agreement, shall apply post-market surveillance measures relating to the compliance of that product with the applicable Mandatory Requirements that exceed those that would be required for the same product imported into its territory from third countries, unless that Party is acting on reliable information that the product may not comply with the applicable Mandatory Requirements.

4. The Parties shall co-operate with a view to reaching understandings on the treatment to be accorded to Specified Products in the importing Party so as to facilitate trade. Any understandings reached in accordance with this paragraph may be referred to the Joint TBT Committee established under Article 100.1 of the Free Trade Agreement for consideration and incorporation into the Free Trade Agreement as appropriate.

**PART V  
MUTUAL UNDERSTANDINGS**

**Article 14  
Preservation of Regulatory Authority**

1. The Parties acknowledge that:
  - (a) each Responsible Authority retains full power under the domestic laws of its territory to administer, interpret and implement its Mandatory Requirements;
  - (b) this Agreement does not limit the power of either Responsible Authority to determine the level of protection considered necessary for the protection of, *inter alia*, human, animal or plant life, or health and safety, real property or the environment in its territory;
  - (c) this Agreement does not limit the power of either Responsible Authority to take all necessary measures whenever it ascertains that Specified Products do not conform with its Mandatory Requirements, including withdrawing such Specified Products from the market, prohibiting their placement on the market, restricting their free movement, initiating a product recall, initiating legal proceedings or otherwise preventing the recurrence of such problems. Where a Responsible Authority takes such measures, it shall notify the Responsible Authority of the other Party in writing within 7 working days of taking the measures, giving reasons for its actions.
  
2. The Parties acknowledge that this Agreement is not an impediment to either Party entering into bilateral or multilateral Mutual Recognition Agreements or Arrangements with third parties on any subject matter covered in this Agreement.

**Article 15  
Exchange of Information**

1. Each Party shall ensure that its Responsible Authority notifies the Responsible Authority of the other Party and the relevant Accreditation Agencies of any proposed changes to its legislation, conformity assessment procedures or regimes that may affect this Agreement and/or any Implementing Arrangements and shall provide an explanation of those proposed changes in English. Except where considerations of health, safety and the environment warrant more urgent action, such notification shall take place at least 60 days before the proposed changes come into effect.
  
2. The CCC Implementation Rules shall be published in English on the website of the Chinese Responsible Authority. Where the English version is found to be

inconsistent with the Chinese version, the Chinese version shall prevail and the Chinese Responsible Authority shall amend the English version published on its website as soon as possible.

3. Where a Specified Product exported from New Zealand to China in reliance on the English version up to the date the English version has been amended on the website of the Chinese Responsible Authority is found not in compliance with the Chinese version, the Responsible Authorities shall take all necessary measures to resolve the issue.

4. The New Zealand Responsible Authority may request the Chinese Responsible Authority to provide the text in English of any legislation, conformity assessment procedure, standards, or documents relating to the CCC System that the New Zealand Responsible Authority, an Accreditation Agency or a Conformity Assessment Body may require to give effect to this Agreement and the Chinese Responsible Authority shall provide a text in English within a reasonable time. In the case of a standard, the Chinese Responsible Authority may advise the New Zealand Responsible Authority of an international standard and deviations from that standard that are equivalent to the Chinese standard.

5. Each Party shall ensure that its Responsible Authority notifies the Responsible Authority of the other Party where, on the basis of non-conformance of a product in its territory of the type listed in Schedule A.1 and A.2 of Implementing Arrangement 1 to its legislation relating to electrical safety or electromagnetic compatibility, it has:

- (a) withdrawn that product from the market;
- (b) prohibited the placement of that product on the market;
- (c) restricted the free movement of that product;
- (d) initiated the recall of that product; or
- (e) initiated legal proceedings in relation to that product.

6. The Responsible Authority receiving a notification under paragraph 5 may request the other Party to provide the following information:

- (a) the name, manufacturer, distributor, general description and other relevant details of the Specified Product;
- (b) the reasons for its actions;
- (c) details of any investigations that it is undertaking or has carried out; and
- (d) the results of any such actions and investigations.

7. The Parties shall promote interaction between their respective Responsible Authorities to facilitate the exchange of information on Specified Products covered by this Agreement and on their regulatory systems.

8. The contact points for the respective Responsible Authorities, Accreditation Agencies and the Personnel Certification Body shall be specified in Implementing Arrangement 1.

9. Where a Responsible Authority has reasonable grounds to question the validity of a CCC Certificate issued under this Agreement, that Responsible Authority may request any documentation that is the basis of that CCC Certificate from the relevant accepted or designated Certification Body, indicating the date by which it seeks that information.

## **Article 16**

### **Enforcement**

1. Each Party shall ensure that for Specified Products exported to the other Party in accordance with this Agreement, it has the ability to take appropriate legal action that is similar to the legal action it is able to take in respect of Specified Products for sale in its own territory, including the ability to take legal action against:

- (a) an individual or a legal entity in its own territory who has:
  - (i) falsely placed a CCC Mark or a New Zealand Mark on a Specified Product that has been exported to the other Party; or
  - (ii) falsified a CCC Certificate that purports to have been issued under this Agreement, or falsely used a CCC Certificate; or
  - (iii) colluded with an Accreditation Agency, Certification Body, Testing Facility or Registered Inspector to falsify documentation required under this Agreement;
- (b) an Accreditation Agency, a Registered Inspector or a Conformity Assessment Body in its own territory that has acted negligently or fraudulently .

2. A Responsible Authority shall give positive consideration to any request from the Responsible Authority of the other Party to take any legal action of the kind described in paragraph 1.

3. The Responsible Authority making a request under paragraph 2 shall supply any available evidence to the other Responsible Authority to assist in its consideration of whether to take such action.

4. Wherever possible the Responsible Authorities shall seek to co-ordinate any legal action of the kind described under paragraph 1 that they severally or jointly decide to take.

5. Where a designated Certification Body issues a CCC Certificate based on a recommendation by an accepted Certification Body, the designated Certification Body shall be exempt from liability in all respects relating to the recommendation by the accepted Certification Body.

6. Where the Personnel Certification Body registers an Inspector based on a recommendation by an accepted Certification Body, the Personnel

Certification Body shall be exempt from liability in all respects relating to the recommendation by the accepted Certification Body.

7. The Responsible Authorities shall exchange information on their respective laws and regulations on compliance and enforcement relating to Specified Products.

## **PART VI FINAL PROVISIONS**

### **Article 17**

#### **Amendments**

Where any changes notified under Article 15 require amendments to this Agreement:

- (a) in the case of amendments that are acceptable to the Responsible Authority receiving the notification, the Parties shall take the necessary steps to amend this Agreement as expeditiously as possible;
- (b) in the case of amendments that are not acceptable to the Responsible Authority receiving the notification, that Responsible Authority shall advise the other Responsible Authority within 30 days of the notification and the Parties shall enter into technical consultations under Article 19 to resolve the matter.

### **Article 18 Confidentiality**

The Responsible Authorities shall not require the Accreditation Agencies or accepted or designated Conformity Assessment Bodies to disclose confidential proprietary information to the Responsible Authorities except where such disclosure would be necessary for a Responsible Authority to demonstrate conformity with Mandatory Requirements.

### **Article 19**

#### **Technical Consultations**

1. Either Party may request technical consultations with the other Party on any matter affecting the implementation, interpretation or application of this Agreement.
2. If a request for technical consultation is made, the Parties shall enter into consultations within a period of no more than 60 days from the date of the request.

3. The Parties may convene one or more consultative meetings referred to in paragraph 2. The venues and dates of such meetings shall be mutually determined by the Parties.

4. In the event that technical consultations under paragraph 2 result in a failure to resolve any such matter, the requesting Party may refer the matter to the Joint TBT Committee established under Article 100.1 of the Free Trade Agreement for consideration.

**Article 20**  
**Relation to Other International Agreements or Arrangements**

1 This Agreement is hereby annexed to Chapter 8 (Technical Barriers to Trade) of the Free Trade Agreement, and forms an integral part of the Free Trade Agreement.


2 The Parties acknowledge the rights and obligations under other international agreements or arrangements to which both Parties are Party. In particular, the Parties acknowledge their rights and obligations under the WTO TBT Agreement and any subsequent modifications or revisions.

**Article 21**  
**Entry into Force**

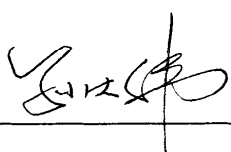
1 This Agreement shall enter into force on the date of entry into force of the Free Trade Agreement.

2 This Agreement shall apply to all test reports, inspections and certifications that are made pursuant to this Agreement, on or after the date this Agreement comes into force.

SIGNED in duplicate at Beijing on the 7th day of April 2008 in the English and Chinese languages, both texts being equally authoritative.

  
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For the Government of New Zealand

  
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For the Government of the  
People's Republic of China



**Implementing Arrangement 1  
of  
The Agreement  
between  
the Government of New Zealand  
and  
the Government of the People's Republic of China  
on  
Cooperation in the Field of Conformity Assessment in Relation to  
Electrical and Electronic Equipment and Components**

In accordance with Article 3 of the Agreement between the Government of New Zealand and the Government of the People's Republic of China on Co-operation in the field of Conformity Assessment in Relation to Electrical and Electronic Equipment and Components ("the Agreement") the Responsible Authorities hereby conclude the following Implementing Arrangement.

## **PART I GENERAL**

### **Section 1 Terminology**

Unless the context otherwise requires, the definitions in the Agreement apply to this Implementing Arrangement.

### **Section 2 Communication between Responsible Authorities, Accreditation Agencies, Personnel Certification Body and Conformity Assessment Bodies**

1. The Responsible Authorities, Accreditation Agencies, Personnel Certification Body and Conformity Assessment Bodies may, as appropriate, communicate directly with each other and their clients.
2. Where possible, information will be sent between Responsible Authorities, Accreditation Agencies, Personnel Certification Body and Conformity Assessment Bodies by secure electronic means.
3. Documents that are not able to be sent by secure electronic means will be sent between Responsible Authorities, Accreditation Agencies, Personnel Certification Body and Conformity Assessment Bodies via airmail or an equivalent air courier service.

## **PART II RESPONSIBLE AUTHORITIES**

### **Section 3 Preparation of Forms and Documents**

1. Any new forms, other documents or procedures necessary to give effect to this Part of this Implementing Arrangement, and any amendments thereto, will be jointly decided after consultation between the Responsible Authorities.
2. Unless the Responsible Authorities jointly decide otherwise in writing, the Responsible Authorities will send each other liaison forms, requests for information and information exchanges by secure electronic means.

**Section 4**  
**Responsible Authorities and Contact Points**

1. The New Zealand Responsible Authority is:

Ministry of Economic Development  
33 Bowen Street  
Wellington  
New Zealand

Contact Point for electrical safety:  
Mr Peter Morfee  
Energy Safety

Contact Point for electro-magnetic compatibility:  
Mr Wayne Wedderspoon  
Energy Safety

2. The Chinese Responsible Authority is:

Certification and Accreditation Administration of the People's  
Republic of China  
9 Madiandonglu  
Haidian District  
Beijing  
People's Republic of China 100088

Contact Point: Ms Bo Yumin

**Section 5**  
**Mandatory Requirements for Specified Products**

1. The Specified Products, the applicable product related standards for Specified Products from China to New Zealand, and the applicable CCC Implementation Rules are set out in Schedule A.1 of this Implementing Arrangement.
2. The Specified Products, the applicable product related standards for Specified Products from New Zealand to China, and the applicable CCC Implementation Rules are set out in Schedule A.2 of this Implementing Arrangement.

**PART III  
ACCREDITATION AGENCIES FOR TEST FACILITIES**

**Section 6  
Accreditation Agencies for Test Facilities and Contact Points**

1. The New Zealand Accreditation Agency for test facilities is:

International Accreditation New Zealand  
626 Great South Road  
Greenlane  
Auckland  
New Zealand

Contact Point: Dr Llewellyn Richards

2. The Chinese Accreditation Agency for test facilities is:

China National Accreditation Service for Conformity Assessment  
A10 Chaowai Dajie Chaoyang District  
Beijing 100020  
People's Republic of China

Contact Point: Mr Wei Hao

**Section 7  
Preparation of Forms and Documents for Accreditation of Test Facilities**

1. Any new forms, other documents or procedures necessary to give effect to this Part of this Implementing Arrangement, and any amendments thereto, will be jointly decided after consultation between the Accreditation Agencies for Test Facilities.
2. Unless the Accreditation Agencies for Test Facilities jointly decide otherwise in writing, the Accreditation Agencies will send each other liaison forms, requests for information and information exchanges by secure electronic means.

**Section 8  
Criteria for Recommending and Accepting  
or Designating Test Facilities**

1. The basis for recommending and accepting or designating a Test Facility will be:

- (a) accreditation to ISO/IEC 17025, conducted in accordance with ISO/IEC 17011 and relevant International Laboratory Accreditation Co-operation guidance by the relevant Accreditation Agency of the demonstrated competence of that Test Facility to carry out conformity assessments in accordance with applicable CCC Implementation Rules to the relevant product standards specified in Schedule A.1 or A.2 of this Implementing Arrangement; and
  - (b) compliance with the other Mandatory Requirements for accepting or designating Test Facilities set out in Schedule B to this Implementing Arrangement.
- 2. For the purposes of ensuring that the accepted or designated Test Facilities maintain the necessary technical competence to demonstrate the conformity of a product with the standards and/or specifications to meet relevant Mandatory Requirements, the relevant Accreditation Agency for Test Facilities or the relevant Responsible Authority, as the case may be, will carry out assessments of accepted or designated Test Facilities annually.
- 3. The Accreditation Agencies for Test Facilities will encourage their accepted or designated Test Facilities to participate in secondment programmes, relevant proficiency-testing programmes and other comparative reviews so that confidence in their technical competence to carry out the required tests is developed and maintained.
- 4. The relevant Accreditation Agency for Test Facilities will recommend to the relevant Responsible Authority the scope of Conformity Assessment Activities for which a Test Facility is to be accepted or designated. Any obligation to accept the results of Conformity Assessment Activities to the applicable Mandatory Requirements will be limited to results within the scope specified by the relevant Responsible Authority.

**Section 9**  
**Information Requirements for Acceptance**  
**of New Zealand Test Facilities**

The New Zealand Responsible Authority, at the time of recommending a Test Facility, will provide the following details to the relevant Chinese contact points in respect of each Test Facility that is being recommended:

- (a) the name;
- (b) the postal address;
- (c) the facsimile (fax) number (if available);

- (d) an email address (if available);
- (e) the name and telephone number of a contact person in that Test Facility;
- (f) the name of the Accreditation Agency;
- (g) the scope of conformity assessment activities for which acceptance is being recommended, detailing the range of Specified Products, reference standards and deviations, methods of test, capability and any other relevant details; and
- (h) the date of recommendation.

## **PART IV ACCREDITATION AGENCIES FOR CERTIFICATION BODIES**

### **Section 10 Accreditation Agencies for Certification Bodies and Contact Points**

1. The New Zealand Accreditation Agency for Certification Bodies is:
  - Joint Accreditation System of Australia and New Zealand (JAS-ANZ)
  - Level 5
  - 22 The Terrace
  - Wellington
  - New Zealand
  
  - Contact Point: James Galloway
  
2. The Chinese Accreditation Agency for Certification Bodies is:
  - China National Accreditation Service for Conformity Assessment
  - A10 Chaowai Dajie Chaoyang District
  - Beijing 100020
  - People's Republic of China
  
  - Contact Point: Mr Wei Hao

### **Section 11 Preparation of Forms and Documents for Accreditation of Certification Bodies**

1. Any new forms, other documents or procedures necessary to give effect to this Part of this Implementing Arrangement, and any amendments

thereto, will be jointly decided after consultation between the Accreditation Agencies for Certification Bodies.

2. Unless the Accreditation Agencies for Certification Bodies jointly decide otherwise in writing, the Accreditation Agencies for Certification Bodies will send each other liaison forms, requests for information and information exchanges by secure electronic means.

### **Section 12 Criteria for Recommending and Accepting or Designating Certification Bodies**

1. The basis for recommending and accepting or designating a Certification Body will be:
  - (a) accreditation to ISO/IEC Guide 65, conducted in accordance with ISO/IEC 17011 and relevant International Accreditation Forum guidance by the relevant Accreditation Agency, of the demonstrated competence of that Certification Body to carry out conformity assessments in accordance with applicable CCC Implementation Rules to the relevant product standards specified in Schedule A.1 or A.2 of Implementing Arrangement 1; and
  - (b) compliance with the other Mandatory Requirements for accepting or designating Certification Bodies set out in Schedule C to this Implementing Arrangement.
2. For the purposes of ensuring that the accepted or designated Certification Bodies maintain the necessary technical competence to demonstrate the conformity of a product with the standards and / or specifications to meet relevant Mandatory Requirements, the relevant Accreditation Agency for Certification Bodies or the relevant Responsible Authority, as the case may be, will carry out assessments of accepted or designated Certification Bodies annually.
3. The Accreditation Agencies for Certification Bodies will encourage their accepted or designated Certification Bodies to participate in secondment programmes and comparative reviews so that confidence in their technical competence to carry out the required certification is developed and maintained.
4. The relevant Accreditation Agency for Certification Bodies will recommend to the relevant Responsible Authority the scope of Conformity Assessment Activities for which a Certification Body is to be accepted or designated. Any obligation to accept the results of Conformity Assessment Activities to the applicable Mandatory

Requirements will be limited to results within the scope specified by the relevant Responsible Authority.

**Section 13  
Information Requirements for Acceptance  
of New Zealand Certification Bodies**

The New Zealand Responsible Authority, at the time of recommending a Certification Body, will provide the following details to the relevant Chinese contact points in respect of each Certification Body that is being recommended:

- (a) the name;
- (b) the postal address;
- (c) the facsimile (fax) number (if available);
- (d) an email address (if available);
- (e) the name and telephone number of a contact person in that Certification Body;
- (f) the name of the Accreditation Agency;
- (g) the scope of conformity assessment activities for which acceptance is being recommended, detailing the range of Specified Products and referencing the relevant implementation rules and any other relevant details; and
- (h) the date of recommendation.

**PART V  
PERSONNEL CERTIFICATION BODY**

**Section 14  
Personnel Certification Body and Contact Point**

The Personnel Certification Body is:

China Certification and Accreditation Association  
A10 Chaowai Dajie Chaoyang District  
Beijing 100020  
People's Republic of China

Contact Point: Mr Li Qiang



**Section 15**  
**Preparation of Forms and Documents for Personnel Certification Body**

1. Any new forms, other documents or procedures necessary to give effect to this Part of this Implementing Arrangement, and any amendments thereto will be decided by the Personnel Certification Body.
2. The Personnel Certification Body will notify in writing the relevant Accreditation Agency and the relevant Certification Body that has been accepted or has applied for acceptance of any new forms, other documents or procedures it has decided.
3. The Personnel Certification Body and the Certification Bodies will send each other liaison forms, requests for information and information exchanges by secure electronic means, unless the Personnel Certification Body decides otherwise.

**Section 16**  
**Criteria for Recommending or Registering Inspectors**

1. The basis and criteria for recommending or registering an Inspector, as the case may be, will be compliance with the Mandatory Requirements set out in Schedule D of this Implementing Arrangement.
2. The Personnel Certification Body or the relevant Certification Bodies will specify or recommend the scope of the inspections for which an Inspector is to be registered, citing the reference numbers of the CCC Implementation Rules. Any obligation to register an Inspector under Article 10 of the Agreement will be limited to the scope of Conformity Assessment Activities so recommended.

**Section 17**  
**Information Requirements for  
Registration of New Zealand Inspectors**

A relevant Certification Body, at the time of recommending an Inspector, will provide the information specified in Schedule D to the relevant Contact Point of the Personnel Certification Body in respect of each Inspector that is being recommended.

**Section 18**  
**Fees for Registration of New Zealand Inspectors recommended by  
accepted Certification Bodies**

The fee payable to the Personnel Certification Body for registration of an Inspector recommended by an accepted Certification Body is set out in Schedule D.

**PART VI**  
**CERTIFICATION AND MARK APPROVAL**

**Section 19**  
**Certification of Specified Products**

An accepted Certification Body at the time of recommending a Specified Product for certification will provide the following details to the relevant designated Certification Body in respect of each Specified Product for which certification is being recommended:

- (a) name and address of the applicant;
- (b) name, type/model or name of the series that the product belongs to, relevant technical specifications and registered trademark or brand name if any;
- (c) names and addresses of the manufacturer and the factory or factories where the product is manufactured or assembled;
- (d) reference numbers of standards used for certification;
- (e) a copy of the complete valid certificate including its annexes if any issued by the recommending Certification Body;
- (f) the abbreviated name of the Certification Body that issues the certificate and makes the recommendation.

**Section 20**  
**Fees for Acceptance of New Zealand Certification**

The fees payable to a Chinese Certification Body for acceptance of a New Zealand Certification are set out in Schedule C.

**Section 21**  
**CCC Mark Centre**

The CCC Mark Centre is:

The CCC Mark Issuance & Management Centre  
A10 Chaowai Dajie Chaoyang District  
Beijing 100020  
People's Republic of China

## **Section 22 Mark Approvals**

1. The rules for issuing a CCC Mark or granting approval to apply a CCC Mark, including the format of the relevant application forms for obtaining a CCC mark approval, are set out in Schedule E to this Implementing Arrangement.
2. Where certification has been carried out by a Chinese Certification Body to the Mandatory Requirements listed in Schedule A.1 of this Implementing Arrangement, the New Zealand Mark will be placed on the product in accordance with Schedule E.
3. The fees payable to the CCC Mark Approval Centre for mark approval for New Zealand Specified Products are contained in Schedule E.

## **PART VII MUTUAL UNDERSTANDINGS**

### **Section 23 Co-operation**

1. The Responsible Authorities, Accreditation Agencies, Personnel Certification Body and Conformity Assessment Bodies will co-operate with a view to the effective and efficient operation of the Agreement and this Implementing Arrangement.
2. The Responsible Authorities will implement any measures they jointly deem necessary and appropriate to improve the operation of the Agreement.

### **Section 24 Amendments**

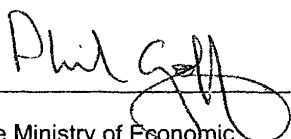
1. The Parties, through the Responsible Authorities, may amend this Implementing Arrangement at any time by joint decision in writing. Except as provided in paragraph 2, any such amendments will come into effect on the date of such decision.
2. Any amendments to the Schedules to this Implementing Arrangement will come into effect on the date on which the Responsible Authorities have exchanged written notification of the completion of the domestic procedures necessary to give effect to them in their respective territories.
3. Where any changes notified under Article 15.1 of the Agreement require amendments to this Implementing Arrangement:

- (a) in the case of amendments that are acceptable to the Responsible Authority receiving the notification, the Parties, through the Responsible Authorities, will take the necessary steps to amend this Implementing Arrangement as expeditiously as possible; and
  - (b) in the case of amendments that are not acceptable to the Responsible Authority receiving the notification, the Parties will enter into technical consultations under Article 19 of the Agreement to resolve the matter.
4. In the case of changes notified under Article 15.1 of the Agreement to any legislative, regulatory or administrative requirements or documentation referred to, but not reproduced in this Implementing Arrangement or its Schedules, such changes will apply to this Implementing Arrangement and its Schedules unless the Responsible Authority receiving a notification under Article 15 of the Agreement advises the other Responsible Authority within 30 days of receiving the notification that the changes are not acceptable. In such a case the Parties will enter into technical consultations under Article 19 of the Agreement to resolve the matter.

**Section 25**  
**Entry into Effect and Termination**

- 1. This Implementing Arrangement will come into effect on the date of entry into force of the Agreement.
- 2. In the event of termination of the Agreement, this Implementing Arrangement will terminate on the same date.

SIGNED in two copies at Beijing on the 7th day of April 2008 in the English and Chinese languages, both texts being equally valid.

  
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For the Ministry of Economic  
Development of New Zealand

  
\_\_\_\_\_  
For the Certification and Accreditation  
Administration of the  
People's Republic of China