

ANNEX 14

The Agreement

between

the Government of the People's Republic of China

and

the Government of New Zealand

on

Cooperation in the Field of Conformity Assessment in Relation to

Electrical and Electronic Equipment and Components

The Government of the People's Republic of China ("China") and the Government of New Zealand ("New Zealand"), 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 the People's Republic of China and New Zealand 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 the People's Republic of China and the Government of New Zealand;

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 China and New Zealand 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 the People’s Republic of China and the Government of New Zealand 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 the People's Republic of China and the Government of New Zealand;

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 _____ on the _____ day of _____
2008 in the Chinese and English languages, both texts being equally
authoritative.

For the Government of the
People's Republic of China

For the Government of New Zealand

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

- (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 _____ on the _____ day of _____
2008 in the Chinese and English languages, both texts being equally valid.

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

For the Ministry of Economic
Development of New Zealand

