

**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 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 New Zealand – China Free Trade Agreement;

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 English and Chinese languages, both texts being equally authoritative.

**IMPLEMENTING ARRANGEMENT 1
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**

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

SCHEDULE B OF IMPLEMENTING ARRANGEMENT 1
MANDATORY REQUIREMENTS FOR ACCEPTING AND DESIGNATING
TEST FACILITIES

- 1) To be accepted or designated, a Test Facility will:
 - a) have technical and management competence to carry out testing of Specified Products for compliance with the applicable Mandatory Requirements under the Agreement within the scope for which it is to be accepted or designated;
 - b) operate in accordance with ISO/IEC 17025, relevant requirements in the International Laboratory Accreditation Cooperation Mutual Recognition Arrangement and Asia Pacific Laboratory Accreditation Cooperation Mutual Recognition Arrangement and the relevant CCC Implementation Rules and be accredited to these requirements by the Accreditation Agency within its own territory;
 - c) be familiar with the products-related standards, including any deviations required, applicable CCC Implementation Rules and other Mandatory Requirements, within the scope that it is to be accepted or designated for, and it will establish mechanisms to implement the above-mentioned standards, rules and requirements and keep them updated;
 - d) meet any special accreditation requirements in particular areas, issued by the Chinese Accreditation Body and recorded with the Chinese Responsible Authority, and establish mechanisms to implement and keep updated on the above-mentioned accreditation requirements. The special accreditation requirements are as follows:
 - i) CNAS-CL11 Guidance on the Application of Laboratory Accreditation Criteria in the Field of Electrical Testing;
 - ii) CNAS-CL12 Guidance on the Application of Laboratory Accreditation Criteria in Medical Apparatus and Instrument Testing;
 - iii) CNAS-CL15 Guidance on the Application of Laboratory Accreditation Criteria in the Field of Electro-acoustic Testing; and
 - iv) CNAS-CL16 Guidance on the Application of Laboratory Accreditation Criteria in the Field of Electromagnetic Compatibility Tests;
 - e) establish management procedures to ensure traceability of the whole testing process, integrity and credibility of original records of testing,

and effective control of projects and to ensure that the original records of testing are retained for a period of not less 5 years after the product has ceased to be sold;

- f) have adequate experience in testing in general and will have experience for more than two years or have issued more than 20 test reports in the field or fields that relate to the scope that is to be accepted or designated for;
 - g) meet any special requirements relating to experience in testing particular Specified Products if:
 - i) the Responsible Authority of the Party that wishes to impose those special requirements has notified, in writing, the other Responsible Authority and the Accreditation Agencies for Test Facilities of the special requirements; and
 - ii) the other Responsible Authority has notified the first Responsible Authority that it has no objections to those special requirements;
 - h) be a third-party and independent test facility, whose organizational structure and structure of property ownership will not cause any commercial pressure on any conformity assessment activity for which it is accepted or designated under the Agreement; and
 - i) participate in relevant proficiency testing and inter-laboratory comparative testing organized by their Responsible Authority or the relevant Accreditation Body to maintain and enhance confidence in their technical competence within the scope of their acceptance or designation.
- 2) Where possible, the Responsible Authorities will ensure that for each Specified Product scope, there are two or more accepted or designated Test Facilities within its own territory. In order to seek balance between the amount of resources and the actual need for those resources, and to maintain simplicity and convenience, the number of accepted or designated Test Facilities may be limited on the basis of actual need by the Responsible Authority making the recommendation or designation.

SCHEDULE C OF IMPLEMENTING ARRANGEMENT 1
MANDATORY REQUIREMENTS FOR ACCEPTING AND DESIGNATING
CERTIFICATION BODIES

- 1) To be accepted or designated, a Certification Body will:
 - a) have technical and management competence to carry out certification for Specified Products for compliance with the applicable Mandatory Requirements under the Agreement within the scope for which it is to be accepted or designated;
 - b) operate in accordance with ISO/IEC Guide 65, related International Accreditation Forum guidance, and the appropriate CCC Implementation Rules, and be accredited to these requirements by the Accreditation Agency within its own territory;
 - c) ensure that the personnel involved in any part of the certification process are competent to carry out their assignments, and make technical judgments and conclusions in accordance with the Mandatory Requirements;
 - d) be familiar with the products-related standards, including any deviations required, applicable CCC Implementation Rules and other Mandatory Requirements, within the scope that it is to be accepted or designated for, and it will establish mechanisms to implement the above-mentioned standards, rules and requirements and keep them updated;
 - e) establish management procedures to ensure traceability of the whole certification process, integrity and credibility of original records of certification, and effective control of projects and to ensure that the original records of certification are retained for a period of not less than 5 years after the Specified Product has ceased to be sold;
 - f) make arrangements to cover liabilities arising from its operations under the Agreement, such as appropriate insurance that covers the scope for which it is to be accepted or designated or maintain minimal contingency reserves equivalent to six months of the Certification Body's operating costs;
 - g) have adequate experience in product certification in general and will have experience for more than two years or have issued more than 20 certificates in the field or fields that relate to the scope that is to be accepted or designated for;

- h) meet any special requirements relating to experience in certifying particular Specified Products if:
 - i) the Responsible Authority of the Party that wishes to impose those special requirements has advised, in writing, the other Responsible Authority and the Accreditation Agencies for Certification Bodies of the special requirements; and
 - ii) the other Responsible Authority has advised the first Responsible Authority that it has no objections to those special requirements;
 - i) have direct control of or a contractual relationship with Test Facilities that are accepted or designated, or have applied for acceptance or designation, covering the same scope as that for which the Certification Body is to be accepted or designated;
 - j) employ or have direct control of Inspectors who are registered, or have applied for registration, covering the same scope as that for which the Certification Body is to be accepted or designated, and ensure that they have a contractual obligation to carry out the inspections that are required in relation to any CCC certificate that is recommended or issued under the Agreement;
 - k) be a third-party and independent certification body, whose organizational structure and structure of property ownership will not cause any commercial pressure on any conformity assessment activity for which it is accepted or designated under the Agreement.
- 2) Where possible, the Responsible Authorities will ensure that for each Specified Product scope, there are two or more accepted or designated Certification Bodies accepted or designated within its own territory. In order to seek balance between the amount of resources and the actual need for those resources, and to maintain simplicity and convenience, the number of accepted or designated Certification Bodies can be limited on the basis of actual need by the Responsible Authorities.
- 3) An accepted Certification Body will ensure that its inspection teams have the professional knowledge and abilities that relate to the Specified Products to be inspected.
- 4) A Certification Body that is accepted, or has applied to be accepted, will establish procedures to monitor and record all the CCC Marks that are issued or approved relating to the CCC Certification that it has recommended.

- 5) For the purposes of Article 12.4 of the Agreement, an accepted Certification Body will establish a specific contact point for communications with relevant designated Certification Bodies.
- 6) A Certification Body that is accepted or has applied for acceptance will establish procedures for the evaluation of the Inspectors that it intends to recommend for registration.
- 7) The fee payable to a designated Certification Body, by the accepted Certification Body, for each CCC Certificate issued on the recommendation of the accepted Certification Body, will be RMB 300.00 yuan, excluding postage. The fee will include:
 - a) the cost of making the certificate;
 - b) the cost of translation;
 - c) the cost of communicating information on the CCC Certification; and
 - d) the cost of managing CCC Certificates, including the fee for transferring information relating to the CCC Certificate to the Chinese Responsible Authority, suspension or withdrawal of the CCC Certification, and providing information for market surveillance.
- 8) The fee referred to in paragraph 7 may be adjusted as jointly decided, in writing, by the Responsible Authorities.

**SCHEDULE D OF IMPLEMENTING ARRANGEMENT 1
MANDATORY REQUIREMENTS FOR THE REGISTRATION
OF INSPECTORS**

For China

1. The criteria established by the Personnel Certification Body for the Certification of CCC Inspectors will apply for the registration of Chinese Inspectors. For the purposes of this Agreement, any references to a Chinese Standard will be replaced by the relevant standard and deviations specified in Schedule A.1 of this Implementing Arrangement.

For New Zealand

2. For New Zealand inspectors to be registered the following criteria will apply:

Criteria for Registration

3. To be registered as an Inspector, an applicant will:
 - a) Be an individual in New Zealand or Australia who is a full-time or part-time employee, or under the direct control, of an accepted Certification Body;
 - b) Possess the following personal attributes needed to perform inspections effectively:
 - i) Be fair, truthful, sincere, honest and discreet;
 - ii) Be willing to consider alternative ideas or points of view;
 - iii) Be tactful in dealing with people;
 - iv) Be actively aware of physical surroundings and activities;
 - v) Be perceptive, that is instinctively aware of and able to understand diverse situations;
 - vi) Be able to adjust readily to different situations;
 - vii) Be persistent and focused on achieving objectives;
 - viii) Be able to reach timely conclusions based on logical reasoning and analysis; and
 - ix) Be capable of acting and carrying out functions independently while interacting effectively with others;
 - c) Possess the following professional knowledge and competencies:
 - i) A fundamental theoretical knowledge and practice experience in corresponding professional technology fields;
 - ii) A command of the laws, statutes, standards and regulations relating to this Agreement;
 - iii) Familiarity with relevant national industrial policies and trade policies
 - iv) Familiarity with the relevant product standards, technical

- specifications, testing standards and inspection methods;
 - v) Familiarity with corresponding product design, production, installation and service process;
 - vi) Familiarity with fundamental theories on quality management and requirements for enterprise quality assurance, and the ability to understand critical links related to the quality control of production;
 - vii) An understanding of inspection standards and methods, and the ability to inspect enterprise assurance capability in conjunction with product characteristics;
 - viii) A good understanding of the CCC System;
 - d) Have obtained tertiary education qualifications that take at least three years to complete at a tertiary institution that is recognized in New Zealand;
 - e) Have full-time work experience of at least 6 years if he or she does not have a university degree, or at least 4 years full-time work experience if he or she has a university degree. The work experience must have been obtained after obtaining the tertiary educational qualification from a technical, professional or management position involving the exercise of judgment, problem solving and communication;
 - f) Have had a minimum of two years of professional experience in relevant product certification which may have taken place concurrently with his or her work experience;
 - g) Have had training of at least 40 hours to qualify as a Inspector on:
 - i) the CCC system;
 - ii) the CCC Implementation Rules;
 - iii) relevant Mandatory Requirements;
 - iv) the Code of Conduct for Registered Inspector, referred to in paragraph 15;
 - v) the criteria for registration, re-registration, and maintain registration.
4. The training referred to in paragraph 3(g) will be given by an individual or individuals with a comprehensive knowledge of the requirements listed in paragraph 3(g).

Applications for Registration as an Inspector

5. Applications for registration as an Inspector will be submitted to the accepted Certification Body, or the Certification Body that has applied for acceptance, that employs, or will employ, the applicant under a contract of services or, a contract for services where that Certification Body has direct control of the applicant, to carry out inspections under this Agreement and will be in the appropriate form attached to this Schedule and accompanied by:
- a) Evidence of tertiary educational credentials;

- b) Evidence of inspector training;
 - c) A photograph of the applicant;
 - d) Documentation to support work experience, professional experience and any other experience or qualifications declared in the application;
 - e) A declaration by the applicant confirming the authenticity of his or her application and its compliance with the relevant Mandatory Requirements and promising to observe and follow the registration requirements and the Code of Conduct referred to in paragraph 15.
6. An applicant will be responsible for the authenticity of the contents of his or her application.

Evaluation for the application

7. For each application for registration as an Inspector that a Certification Body that is accepted, or has applied to be accepted, recommends, that Certification Body will:
- a) Evaluate the applicant's personal attributes as described in paragraph 3(b);
 - b) Evaluate the applicant's ability to:
 - i) apply knowledge of production;
 - ii) conduct inspections in accordance with the relevant CCC Implementation Rules;
 - iii) meet the relevant Mandatory Requirements;
 - iv) plan inspections and make effective use of resources;
 - v) manage effectively inspections and lead an inspection team;
 - vi) communicate and coordinate with the organization to be inspected;
 - vii) control all inspection events and to react in emergencies;
 - viii) prepare inspection reports;
 - c) Check and confirm, in writing, the authenticity of the contents of the application for registration or re-registration as an Inspector completed by the applicant and that the application complies with the Mandatory Requirements for Registration;
 - d) Confirm an applicant's work experience, professional experience, his or her current work status, position and responsibility.
8. The relevant accepted Certification Body will evaluate an applicant's compliance with the registration requirements referred to in this Schedule either by desk-top evaluation, written examination, interview, onsite witnessing or a combination of those methods.
9. Evaluations will be carried out by personnel who have no prejudice or conflict of interests and are able to perform the evaluation in a fair and objective manner, have adequate qualifications and received the necessary

training to enable them to make reasonable judgements of the compliance of the applicant's qualification and experience with the relevant Mandatory Requirements.

Recommendation for registration as an Inspector

10. An accepted Certification Body or a Certification Body that has applied for acceptance will provide to the Personnel Certification Body with its recommendation of an applicant:
 - a) A copy of the completed application in the form attached to this Schedule;
 - b) Confirmation that the applicant has passed any evaluation referred to in paragraph 7, 8 and 9 of this Schedule;
 - c) Confirmation of the applicant's personal attributes;
 - d) Confirmation by the Certification Body of the applicant's relevant experience;
 - e) Recommendation for the registered professional scope based on the applicant's professional ability;
 - f) Recommendation for registration of the applicant;
 - g) Maintain records of its assessments of the applicant, for a period of not less than five years after the applicant has ceased to be registered as an Inspector.
 - h) The Registration fee referred to in paragraph 21.

11. The relevant accepted Certification Body or the Certification Body that has applied for acceptance shall provide the Personnel Certification Body with written evidence of the evaluation.

Requirements for maintaining registration

12. A Registered Inspector will, during any registration period, complete in accordance with the Mandatory Requirements and confirmed by the relevant accepted Certification Body or Certification Bodies at least 2 inspections a year that cover the entire inspection course from the inspection preparation to the inspection report. A maximum of 18 months between inspections will be permitted.

13. A Registered Inspector will maintain an inspection log that records:
 - a) Inspection dates;
 - b) The relevant CCC Implementation Rules;
 - c) Inspection type (e.g. complete initial factory inspection or follow up factory inspection as required by the CCC System);
 - d) The name and contact information of the inspected organization (name, address, postal code, contact person, telephone and fax);

- e) The name and contact information of the Certification Body or Bodies (name, address, postal code, contact person, telephone and fax);
- f) The name and contact information of the inspection team leader;
- g) The role of that Registered Inspector in the inspection team as a member or lead; and details of the inspection undertaken by that Registered Inspector.

Continuing professional development

14. A Registered Inspector will:

- a) complete at least 8 hours of continuing professional development each year, that should be focused on this Agreement and on practice or methods for improving inspection skills and selected with regard to the Registered Inspector's personal strengths and weaknesses and in the areas that will assist in his or her personal improvement; and
- b) where the provider is not the accepted Certification Body, submit evidence of the professional development undertaken confirmed by the provider to the relevant accepted Certification Body or Bodies, describing the type of events, duration, and detailed information on the provider.

15. Inspectors will observe the following Code of Conduct. Failure to do so may result in suspension or withdrawal of registration;

- a) Observe relevant legislation, and act professionally and ethically;
- b) Strive to increase the competence and prestige of the inspection profession;
- c) Assist those in their employ or under their supervision in developing management, professional and inspection skills;
- d) Take due professional care and not undertake inspections they are not competent to perform;
- e) Not represent conflicting or competing interests and disclose to any client or employer any relationships that may influence their judgement;
- f) Not discuss or disclose any information relating to an inspection unless required by law or authorized in writing by the inspected organization and the organization conducting the inspection;
- g) Not accept any inducement, commission, gift or any other benefit from inspected organizations, their employees or any interested party or knowingly allow colleagues to do so;
- h) Make fair presentations of inspection findings based on verifiable inspection evidence and not intentionally communicate false or misleading information that may compromise the integrity of any inspection or the inspector registration process;
- i) Not act in any way that would prejudice the reputation of the Personnel

Certification Body or the inspector registration process and co-operate fully with an inquiry in the event of any alleged breach of this Code; and

- j) Not carry out both consulting and inspections of the same organization.

Requirements for Re-registration

16. Inspectors will be required to re-register with the Personnel Certification Body every 3 years.

17. Applications for re-registration as a Registered Inspector will be made to an accepted Certification Body, or the Certification Body that has applied for acceptance, that employs, or will employ, the applicant under a contract of services or, a contract for services where that Certification Body has direct control of the applicant, to carry out inspections under this Agreement and will be in the appropriate form set out below and accompanied by:

- a) A photograph of the applicant;
- b) The applicant's certificate of registration in duplicate;
- c) Original inspection logs in duplicate;
- d) A declaration by the applicant confirming the authenticity of his or her application and its compliance with the relevant Mandatory Requirements and promising to observe and follow the registration requirements and the Code of Conduct referred to in paragraph 15.
- e) Records of continuing professional development.

18. The inspection log must be affixed with a seal or signed by the accepted Certification Body and the organization that is being inspected as well as, where applicable, at least one other member of the inspection team.

19. For each application for re-registration as an Inspector that a Certification Body that is accepted, or has applied to be accepted, recommends, that Certification Body will provide the Personnel Certification Body with:

- a) A copy of the completed application form;
- b) Confirmation by the accepted Certification Body of the applicant's inspection experience; and
- c) Confirmation by the accepted Certification Body of the applicant's continuing professional development.
- d) Confirmation by the accepted Certification Body of the applicant's continuing to meet all registration requirements;
- e) Recommendation on the registered professional scope of the applicant based on his or her professional ability;
- f) Recommendation for re-registration of the applicant;
- g) The registration fee referred to in paragraph 21.

20. The relevant accepted Certification Body will maintain records of its assessments of the applicant, for a period of not less than five years after the applicant has ceased to be registered as an Inspector.

Fees

21. The fee payable to the Personnel Certification Body, by a Certification Body that is accepted or has applied for acceptance, for the registration or re-registration of an Inspector will be RMB 100.00 yuan, excluding postage.

The fee will include:

- a) the cost of making the registration certificate;
- b) the cost of translation;
- c) the cost of communicating information on the registration; and
- d) the cost of managing the registration, including the fee for transferring information relating to the registration to the Chinese Responsible Authority, suspension or withdrawal of the registration, and providing information for market surveillance.

22. The fee referred to in paragraph 21 may be adjusted as jointly decided, in writing, by the Responsible Authorities.



**Application Form for Registration as an Inspector
under 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**

Applicant: _____

Recommending Certification Body: _____

CHINA CERTIFICATION AND ACCREDITATION ASSOCIATION

PHOTO

Application Form for Registration as an Inspector

under 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

(referred to below as "the Agreement")

Date of application: ____/____/____/

Initial registration / Re-registration

Applicant	<input type="checkbox"/> Mr. / <input type="checkbox"/> Ms. _____	Date of Birth	
Nationality			
Address		Telephone	
Email		Fax	
Relevant Certification Body			
Address		Telephone	
Email		Fax	
Education			
Dates	Name of Tertiary Institution	Major	Degree/ Diploma
Experience of Training as an Inspector			
Dates	Name of Training Provider	Summary of the Training Content	
Work Experience			
Dates	Organization served	Title and Main Functions	

Professional Experience Relevant to Product Certification

Dates	Organization served	Title and Main Job Assignments

Applicant's Statement

I declare that the content of this application form and the materials appended are true. I agree that the relevant Certification Body has the right to verify the veracity and accuracy of the information provided in this form (including those appended materials). I agree to comply with the registration requirements of the Agreement, including the Code of Conduct set out in the Implementing Arrangement. I promise to keep the records of any complaints made against me and to take measures to prevent their recurrence.

Signature: _____ Date: ___/___/___

**Commitment on the Use of Registration Certificate and Mark of the Personnel
Certification Body**

I hereby commit:

to comply with the Criteria for Registration as an Inspector under the Agreement;

to conduct inspections only within the scope of my registration;

not to use my registration in a manner that will compromise the reputation of the Personnel Certification Body, and not to make any comments regarding the registration that is not authorized by the Personnel Certification Body or may lead to a misunderstanding;

to cease activities as a Registered Inspector and return to the Personnel Certification Body my registration certificate should my registration expire or be suspended or withdrawn;

not to use my registration certificate in a manner that is misleading.

I agree that my registration certificate remains the property of the Personnel Certification Body.

Signature:

Date: ____/____/____

Recommendation of the relevant Certification Body

I hereby declare on behalf of our organization that our organization

a) Has evaluated Mr./ Ms. _____ for his or her personal attributes and his or her ability to:

- i) apply knowledge of production;
- ii) conduct inspections in accordance with the relevant CCC Implementation Rules;
- iii) meet the relevant Mandatory Requirements;
- iv) plan inspections and make effective use of resources;
- v) manage effectively inspections and lead an inspection team;
- vi) communicate and coordinate with the organization to be inspected;
- vii) control all inspection events and to react in emergencies;
- viii) prepare inspection reports;

b) Has checked to the best of its ability and confirms, in writing, the authenticity of the contents of the application for registration or re-registration as an Inspector completed by the applicant and that the application complies with the Mandatory Requirements for Registration.

c) Confirms the applicant's work experience, professional experience, his or her is current work status, position and responsibility.

Based on the criteria for Registration as an Inspector under the Agreement and the applicant's qualifications, our organization deems this applicant has met all the requirements for Registration as an Inspector for the scope for which he or she has applied, and recommends the Registration of the applicant as an Inspector for the following CCC Implementation Rules:

CNCA-_____C-_____, CNCA-_____C-_____, CNCA-_____C-_____,
CNCA-_____C-_____, CNCA-_____C-_____, CNCA-_____C-_____,

Signature:

Date:___/___/___

Title:

Attached documents:

1: application form

SCHEDULE E OF IMPLEMENTING ARRANGEMENT 1 MARK SPECIFICATIONS, FEES AND APPLICATION FORM

In accordance with Article 12 of the Agreement and Section 22 of this Implementing Arrangement the following provisions will apply to Marks for Specified Products:

General Provisions

1. An applicant for a CCC Mark, and where applicable, a New Zealand Mark, to be issued or approved must be in possession of a relevant CCC Certificate.
2. An application for a CCC Mark and where applicable, a New Zealand Mark, may be made after the application is made for certification under the Agreement and before the CCC certificate is issued.
3. The user of a CCC Mark, and where applicable, a New Zealand Mark, will comply with the applicable Mandatory Requirements during the period of using the CCC Mark, and where applicable, the New Zealand Mark.
4. The CCC Mark will be applied to the product for which it has been issued or approved before it is marketed, imported or used for any commercial purpose.
5. Any specific marking requirements for a Specified Product, including requirements for pattern, placement, method of application, are set out in this Schedule and the relevant CCC Implementation Rule.
6. A CCC Mark or a New Zealand Mark that is printed only by the printing house designated by the Chinese Responsibly Authority and that may be purchased from the CCC Mark Center is a “standard mark.” A CCC Mark or a New Zealand Mark that is otherwise printed, moulded, screen-printed, painted, etched, carved, branded, sealed or stamped is a “non-standard mark.”

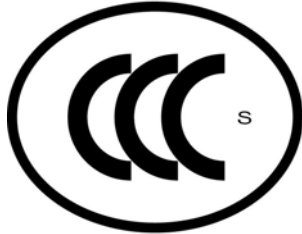
The Design of the CCC Mark

7. For Specified Products where CCC certificates have been issued in accordance with Schedules A.1 or A.2 of this Implementing Arrangement, a CCC Mark will have the following characteristics:
 - (a) A basic pattern and an indicator of the relevant certification type, where:
 - i. The basic pattern is:



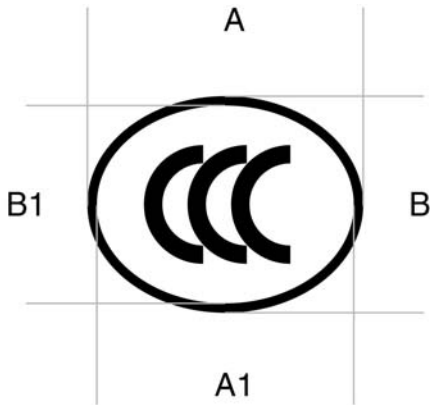
and;

- ii. The indicators will be in capital letters and are: S for electrical safety, E for electromagnetic compatibility, S&E for electrical safety and electromagnetic compatibility, and will be indicated as below.



(b) Comply with the following dimensions:

- i. Of one of the following 5 sizes:



Size Number	1	2	3	4	5
A	8 mm	15mm	30mm	45mm	60mm
A1	7.5mm	14mm	28mm	42mm	56mm
B	6.3mm	11.8mm	23.5mm	35.3mm	47mm
B1	5.8mm	10.8mm	21.5mm	32.3mm	43mm

- ii. Be of the same proportions as for standard CCC Marks, if a non-standard CCC Mark.

(c) Conform with the following criteria with regard to colours:

- i. For a standard CCC Mark, the printing will be in black on a white background;
- ii. For a non-standard CCC Mark, the colour of its background and that of the basic pattern may be reasonably altered so as

to match the appearance of the product or the nameplate.

8. For products that are in the nature of wire or cable, the statutory CCC basic patterns will be applied to the wire or cable without the circle, and the factory code will be shown immediately beside the CCC Mark.

The New Zealand Mark

9. For Specified Products where CCC certificates have been issued in accordance with Schedule A.1 of this Implementing Arrangement, a further mark that has the following characteristics will be placed immediately below the centre of the CCC mark, except as provided in paragraph 11:

(a) A basic pattern that is:



(b) In relation to CCC marks, the same dimensions as 'A' of the CCC Mark for the horizontal border, 'B' of the CCC Mark for the vertical border and the same border width as for the CCC Mark.

10. With regard to colours, a New Zealand Mark will be identical to the CCC Mark applied.

11. For products that are in the nature of wire or cable, the New Zealand basic pattern will be applied to the wire or cable without the border and will be placed immediately after the factory code.

The Use of the CCC Mark and the New Zealand Mark

12. The method of applying a CCC Mark will depend on the nature of the product, as specified below:

- (a) The standard CCC Mark and, where applicable, the New Zealand Mark, purchased from the CCC Mark Centre will be affixed to the place on the outer body of the relevant product specified in the application form for which the Mark has been issued or approved;
- (b) If the CCC Mark and, where applicable, the New Zealand Mark, are printed, pressed, screen-printed, painted, etched, carved, moulded, stamped or sealed on the product or the nameplate of the product, they will be applied on an exposed location on the outer body of the product or the nameplate of the product.
- (c) If it is not appropriate for the CCC Mark and, where applicable, the New Zealand Mark, to be applied to the body of a product, they must be applied to the smallest packaging of the product and indicated in

the attached documentation.

- (d) For certified products to which paragraphs 8 and 11 apply, the special derivation of the CCC Mark and, where applicable, the New Zealand Mark must be printed, pressed, moulded, screen-printed, painted, etched, carved, stamped or sealed on the product or the nameplate of the product.

13. The CCC Mark and, where applicable, the New Zealand Mark may be applied to the packaging of products that have been certified.

The Production, Application and Grant of the CCC Mark and the New Zealand Mark

For all Marks

14. To apply to use the CCC Mark and, where applicable, the New Zealand Mark:

- (a) If the applicant applies in person or through correspondence or any other means of communication, the applicant must submit to the CCC Mark Centre or an accepted Certification Body a completed application form and a copy of the relevant CCC Certificate.
- (b) If the applicant applies through another party or parties, the party or parties entrusted must submit to the CCC Mark Centre or an accepted Certification Body written authority from the applicant, a completed application form and a copy of the relevant CCC Certificate.

15. A new application will be required if there is any variation to the size, colour, pattern, method of application or placement of a CCC Mark and a New Zealand Mark, to the factory code, or the details of the applicant or the factory. No new application will be required if there is any variation to a trade mark or any adaptation of the model for sale within the same unit according to the relevant CCC Implementation Rule and based on the same model design, and the design of the CCC Mark and the New Zealand Mark that have been approved or the CCC Mark and the New Zealand Mark that have been purchased may be applied.

16. When notifying the CCC Mark Centre through the relevant designated Certification Body of its issuing or approval of the CCC Mark, an accepted Certification Body will include completed application forms.

For standard Marks

17. The printing will be specifically undertaken by a printing house designated by the Chinese Responsible Authority.

18. A CCC Mark and, where applicable, a New Zealand Mark, that has been approved may be applied to other CCC certified products from the same factory, of the same product type (that is, products for which CCC certificates have been issued with identical numbers from the 7th to the 10th digit), and that require the same mark pattern.

For non-standard Marks

19. The CCC Mark Center or an accepted Certification Body will verify and confirm that the design included in the application form complies with the applicable Mandatory Requirements, and in particular:

- (a) for wires and cables, that the factory code is shown immediately beside the CCC Mark in the design included in the application form; and
- (b) that the format and content of the nameplate included in the application form are the same as the sample of the nameplate submitted in the application for certification under the Agreement.

20. The CCC Mark Centre will notify the applicant of its approval of the application in writing. The notification will be valid for a period of one year from the date of issuance and may be extended on an annual basis by an application for renewal to the CCC Mark Centre.

21. An accepted Certification Body will notify the applicant of its approval of the application in writing, and the notification will be valid for a period of one year from the date of issuance and may be extended on an annual basis by an application for renewal to the accepted Certification Body. The accepted Certification Body will advise the CCC Mark Centre, through the relevant designated Certification Body of the renewal.

22. If a CCC Mark and, where applicable, a New Zealand Mark are printed, pressed, moulded, screen-printed, painted, etched, carved, stamped or sealed on the relevant product or on the nameplate of the product, as referred to in paragraph 12, the applicant will submit the design to the CCC Mark Centre or an accepted Certification Body and may only produce the mark with the final approval of the CCC Mark Centre or that accepted Certification Body.

23. An applicant will notify the CCC Mark Centre or the relevant accepted

Certification Body if renewal of the approval is not sought. An accepted Certification Body receiving such a notification, will inform the CCC Mark Centre through the relevant designated Certification Body.

Fees

24. The fees for CCC Marks, and where applicable New Zealand Marks, under the Agreement will be:

(a) For issuing a standard mark:

- i) RMB 0.06 yuan for size number 1
- ii) RMB 0.12 yuan for size number 2
- iii) RMB 0.20 yuan for size number 3
- iv) RMB 0.30 yuan for size number 4
- v) RMB 0.40 yuan for size number 5

(b) For each design used for printing or otherwise producing the CCC Mark and, where applicable the New Zealand mark:

- i) RMB 900 yuan for the first year; and
- ii) RMB 600 yuan for each subsequent year.

Application Form

25. A single application form may cover marking on the product or the nameplate and marking on the package or other documents, provided that all the relevant designs are submitted with that form.

26. The application forms for issuing or approving a CCC mark, and where applicable a New Zealand Mark, are the following:

Application Form for Purchasing Mark

Applicant (User of Mark)					Agent	<input type="checkbox"/> YES <input type="checkbox"/> NO
Name of Agent						
Address / Postal code						
Contact Person					Tel	
					Fax	
Certificate No.						
Name of Factory					Country	
Name of Product						
Pattern of CCC Mark	<input type="checkbox"/> S	<input type="checkbox"/> E	<input type="checkbox"/> S&E	New Zealand Mark		<input type="checkbox"/> YES <input type="checkbox"/> NO
Size of Mark (pieces per pack)	8mm (5000pieces s)	15mm (4500piece s)	30mm (1500piece s)	45mm (450piece s)	60mm (450piece s)	
Quantity						
Payment	<input type="checkbox"/> Cash/Check			Delivery	<input type="checkbox"/> Taken by Applicant or Agent	
	<input type="checkbox"/> Bank telegraphic transfer				<input type="checkbox"/> Mail or express	
Name of Payer				Date of Application	D M Y	
Seal of Company And Signature of Authorized Person						

APPLICATION FORM FOR PRINTING/PRESSING MARK (FORM I)

Applicant			
Method of Applying Mark	<input type="checkbox"/> printed <input type="checkbox"/> pressed <input type="checkbox"/> moulded <input type="checkbox"/> screen-printed <input type="checkbox"/> painted <input type="checkbox"/> etched <input type="checkbox"/> carved <input type="checkbox"/> stamped <input type="checkbox"/> sealed <input type="checkbox"/> other methods (please name it) _____		
Placement of Mark	<input type="checkbox"/> A. on the nameplate <input type="checkbox"/> B. on the product <input type="checkbox"/> C. on the packaging		
Name of Factory			
Factory Code (only for wires and cables)			
Certificate Number			
Name of Product			
Product Model			
Estimated Quantity of Mark to be Used in the First Year			
Postal Address of the Applicant		Post Code	
Contact Person		Tel	
		Fax	
E-mail			
Application Date	/ /		
Seal of Company and Signature of Authorized Person			

PRINTING/PRESSING CERTIFICATION MARK (Form II)

**The CCC Mark, and the New Zealand Mark where appropriate, to be used,
including dimensions**

Colour of CCC mark	

Design of Nameplate with Mark or Marks on it, or Picture of Product with Mark or Marks on it

--

Scope

Certificate NO.	
-----------------	--

