

法規名稱：MEMORANDUM OF UNDERSTANDING ON COOPERATION IN THE FIELD OF STANDARDIZATION AND CONFORMITY ASSESSMENT BETWEEN THE TAIPEI ECONOMIC AND CULTURAL OFFICE IN THE PHILIPPINES AND THE MANILA ECONOMIC AND CULTURAL OFFICE

簽訂日期：民國 98 年 02 月 12 日

生效日期：民國 98 年 02 月 12 日

The Taipei Economic and Cultural Office (TECO) in the Philippines and the Manila Economic and Cultural Office (MECO) (hereinafter referred to as "the Parties"),

Recognizing the joint interest and benefit in strengthening technical cooperation within the framework of friendship and in pursuance of their desire to cooperate in defined areas.

Have decided to establish the following arrangements which will be implemented by the Bureau of Standards, Metrology and Inspection of the Ministry of Economic Affairs of Taiwan and the Bureau of Product Standards of the Department of Trade and Industry of the Philippines:

PARAGRAPH 1

PRINCIPLES AND OBJECTIVES

The Parties decide that this Memorandum of Understanding (MOU) will be implemented with the principles and objectives of:

- (a) Eliminating technical barriers to trade and promoting economic relations between Taiwan and the Philippines;
- (b) Reaffirming their commitment to the principles and norms adopted by international organizations for standardization and conformity assessment;
- (c) Developing cooperation in the field of standardization and conformity assessment; and
- (d) Being guided by their joint economic interests.

PARAGRAPH 2

SCOPE

The Parties will within their competence cooperate and perform joint activities in the field of standardization and conformity assessment on the basis of additional agreements, the minutes and programs as the following:

- (a) Harmonizing national standards with international standards in order to promote technical, scientific and economic cooperation;
- (b) Establishing and developing direct relationships between the scientific and research institutes of both Parties regarding standardization and conformity assessment;
- (c) Providing information within an appropriate period of time on any significant changes occurring in certification procedures and on the trends of national standardization and related regulations; and
- (d) Conducting activities on the joint recognition of the results of conformity assessment procedures.

The Parties will act effectively to promote technical cooperation with a view towards mutual recognition of each other's technical competence in the above field and will encourage cooperation in any other matters of joint interest.

PARAGRAPH 3

EXCHANGE PROGRAMME

The Parties will exchange the following technical information:

- (a) Normative documents, information and periodicals published by the respective national standardization bodies, catalogues of national standards, separate national standards, information on regulations, conformity assessment procedures and consumer product safety;
- (b) General information and publications on certification, accreditation of testing laboratories and certification bodies; and

(c) Information and materials regarding the training programs and the upgrading of specialists qualifications in the field of standardization and conformity assessment.

The exchange of delegations of specialists and trainers to study, share experience and conduct consultations or training of specialists in the field of standardization and conformity assessment will be carried out according to the separate arrangements and protocols, according to PARAGRAPH 7 of this MOU.

PARAGRAPH 4

COSTS AND EXPENSES

The costs and expenses of international travel, local transportation and subsistence during exchange of specialists are described in the Annex which is attached to this MOU.

Financing of the various activities initiated under this MOU will be jointly arranged on a case-by-case basis.

PARAGRAPH 5

CONFIDENTIALITY

The Parties will insure confidentiality concerning documents and information received within the framework of this MOU. The aforementioned documents and information can only be transferred to a third Party after gaining the written consent of the Party that provided the documents and information.

PARAGRAPH 6

COOPERATION IN INTERNATIONAL ORGANIZATIONS

The Parties decide to work within the framework of international and regional organizations such as World Trade Organization (WTO), International Organization for Standardization (ISO), International Electrotechnical Commission (IEC), Asia-Pacific Economic Cooperation (APEC), etc., to promote their positions

and increase their roles regarding international activities in the field of standardization and conformity assessment.

PARAGRAPH 7

IMPLEMENTATION

Both Parties decide to use this MOU as the basis for negotiating a mutual recognition agreement/arrangement on conformity assessment results for electrical and electronic products when it is appropriate.

For further realizing the provisions of this MOU, the Parties may negotiate and conclude additional protocols or exchange of notes.

PARAGRAPH 8

DISPUTES AND RESOLUTIONS

Any disputes arising from the interpretation or fulfillment of this MOU will be settled by negotiations.

PARAGRAPH 9

AMENDMENT

This MOU may be amended by a written protocol or an exchange of notes of both Parties.

PARAGRAPH 10

VALIDITY AND TERMINATION

This MOU will be valid for a period of two (2) years from the signing date and thereafter it will be automatically renewed for further successive periods of two (2) years each.

Either Party may terminate this MOU by providing the other Party with a written notice at least six (6) months in advance.

Signed in duplicate in Taipei on February 12, 2009 in the Chinese and English languages, both texts being equally valid. In case of divergence in interpretation of this MOU, the English text will prevail.

For Taipei Economic and
Cultural
Office in the Philippines
DONALD C.T. LEE

For Manila Economic and
Cultural Office
ANTONIO G. BASILIO

Representative

Representative

Witnessed by:

Ministry of Economic
Affairs of Taiwan
SHENG-CHUNG LIN
Vice Minister

Department of Trade and
Industry of the Philippines
THOMAS G. AQUINO
Senior Undersecretary

Annex

1. The costs and expenses for local transportation of trainees, as described in PARAGRAPH 3 of this MOU, will be covered by the Party providing the training; the costs for the international travel and subsistence of the trainees will be covered by the sending Party.
2. The costs and expenses for international travel, local transportation and subsistence for experts providing consultation and training, as described in PARAGRAPH 3 of

this MOU, will be covered by the inviting Party.

3. The specific details regarding the exchange of experts and trainees will be provided in separate arrangements and protocols.