

法規名稱：MEMORANDUM OF UNDERSTANDING BETWEEN BUREAU OF STANDARDS, METROLOGY AND INSPECTION (BSMI) AND STANDARDS ORGANISATION OF NIGERIA (SON)

簽訂日期：民國 104 年 06 月 15 日

生效日期：民國 104 年 06 月 15 日

THIS MEMORANDUM OF UNDERSTANDING is made

BETWEEN

The BUREAU OF STANDARDS, METROLOGY AND INSPECTION (BSMI), the national authority responsible for standardization, metrology and product inspection in Taiwan having its principal place of business at 4, Section 1, Chinan Road, Taipei 100, Republic of China (Taiwan) (hereinafter referred to as the “ BSMI ” );

AND

STANDARDS ORGANISATION OF NIGERIA, the national standards body of the Federal Republic of Nigeria having its principal place of business at 52, Lome Crescent Wuse Zone 7 Abuja (hereinafter referred to as “ SON ” ).

The BSMI and SON are hereinafter jointly referred to as the “ Parties ” and individually referred to as a “ Party ” .

WHEREAS

The BSMI is the national body in Taiwan established by the Organisation Act of Bureau of Standards, Metrology and Inspection, Ministry of Economic Affairs, 1998. It is responsible for developing and enforcing national policies in the areas involving standardization, legal metrology and product inspection throughout the territories of Republic of China (Taiwan).

SON is the national standards body of the Federal Republic of Nigeria established by CAP S9 Laws of the Federation of Nigeria, 2004 and is vested with the authority for Standards elaboration in respect of Metrology, Materials, Commodities, Structures and processes for the Certification of products in Commerce and Industry throughout Nigeria.

Considering the need for international harmonization of standardization, metrology and conformity assessment, the Parties have agreed to enter into this Memorandum of Understanding to set out the terms and conditions of their

proposed cooperation.

NOW IT IS HEREBY AGREED AS FOLLOWS:

#### ARTICLE 1

##### PRINCIPLES AND OBJECTIVES

The Parties agree to cooperate in the spirit of trust and confidence and to implement this Memorandum of Understanding (MOU) with the principles and objectives of:

1. Eliminating technical barriers to trade and promoting economic relations between Taiwan and Nigeria;
2. Reaffirming the commitment of the Parties to the principles and norms adopted by the international organisations for standardization and conformity assessment; and
3. Developing cooperation in the fields of standardization and conformity assessment.

#### ARTICLE 2

##### SCOPE

This MOU will cover the following areas in particular:

1. Inter-laboratory comparisons of national measurement standards;
2. Study visits and exchange of experts, especially young scientists or doctoral students in the fields of standardization, metrology and conformity assessment;
3. Joint research and development activities in realisation of new principles;
4. Provision of consultation on modern laboratory equipment to Nigeria;
5. Exchange of publications and standards developed by either Party.

The Parties will act effectively to promote additional technical cooperation in the fields of standardization, metrology and conformity assessment and will encourage cooperation in any other matters of joint interest.

#### ARTICLE 3

##### COST AND EXPENSES

1. Cooperation between the Parties shall be based on the following:

In principle, each Party shall bear its costs in the course of this cooperation. The cost for local transportation of trainees shall be covered by the Party providing the training; the cost for international travel and subsistence of the trainees shall be covered by the sending Party.

The expenses for international travel, local transportation and subsistence for experts providing consultation and training, shall be covered by the inviting Party.

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

2. Implementation of research and development activities shall depend on the availability of financial resources of both Parties.

#### ARTICLE 4

##### CONFIDENTIALITY

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

#### ARTICLE 5

##### FORCE MAJEURE

Any delay in or failure in the implementation of this MOU by either Party shall not constitute default by such Party or give rise to any claim for damages against it if such delay or failure of performance is caused by Force Majeure.

The Party affected by the Force Majeure Event shall notify the other Party without delay and shall advise the other Party as to the extent and presumable duration of the Force Majeure Event; and the time for the performance of that obligation shall be extended accordingly.

Where a Force Majeure Event persists for a period exceeding ninety (90) days, the Parties shall discuss the actions to be taken in order to either continue with the performance of the MOU to the best extent possible or decide to terminate the MOU.

#### ARTICLE 6

##### DISPUTE RESOLUTION

Subject to other provisions of this MOU, the Parties agree that they shall use their best endeavour to settle any dispute or difference of opinion between them, arising from or connected with this MOU, amicably through mutual discussion and negotiations; such negotiations shall be conducted in good faith.

#### ARTICLE 7

##### GOVERNING LAW

This MOU shall be governed by and construed in all respects in accordance with the Laws of the Republic of China (Taiwan) and the Laws of the Federal Republic of Nigeria.

#### ARTICLE 8

##### NON-ASSIGNMENT

Neither Party shall have the right to assign or transfer any obligations in terms of this MOU or any part thereof without the prior written consent of the other Party.

#### ARTICLE 9

##### COMPETENT AUTHORITIES

The authorities responsible for the implementation of this MOU and other matters relating thereto shall be:

In the case of the Government of the Republic of China (Taiwan), the Bureau of Standards, Metrology and Inspection (BSMI);

In the case of the Federal Republic of Nigeria, the Standards Organisation of Nigeria (SON).

#### ARTICLE 10

##### INTELLECTUAL PROPERTY

1. All Intellectual Property Rights owned by the Parties shall at all times remain the sole property of each Party.
2. Neither Party shall without prior written consent of the other Party, make use of the other ' s Intellectual Property.
3. Neither Party shall acquire any rights, title or interest of any kind in any Intellectual Property of the other Party.
4. Any Intellectual Property in any media or format, prepared, created or authored by or specifically for either of the Party in terms of this MOU shall belong exclusively to that Party and in this regard, the Parties may not code, assign and make over all rights, title and interest in and to any such material or documentation to other third parties.
5. The Parties hereby acknowledges the other ' s Intellectual Property Rights and undertake to each other that they shall not infringe those rights and shall do all things necessary to ensure that the Intellectual Property of the other Party is not affected.

#### ARTICLE 11

##### AMENDMENTS

This MOU may not be amended, modified or supplemented and no waivers or consents to departures from the provisions hereof may be given, unless consented to in writing by both Parties.

#### ARTICLE 12

##### VALIDITY AND TERMINATION

1. This MOU, written in duplicate in the English language, will become effective on the date of last signature.
2. This MOU shall continue in force for a period of two (2) years unless terminated earlier.
3. This MOU shall be automatically extended every two years unless otherwise amended or terminated.

4. Each Party shall have a right to terminate this MOU by giving at least six (6) months written notice to the other Party.
5. The termination of this MOU pursuant to this clause, shall not affect any rights or obligations of the Parties which may have accrued prior to the termination of this MOU or any compensation or damage due to either Party.
6. Notwithstanding anything contained herein, this MOU shall terminate automatically without any further action by either Party, if BSMI and or SON shall cease to carry on business/exist.

FOR THE BUREAU  
OF STANDARDS,  
METROLOGY AND  
INSPECTION (BSMI)  
ROC (TAIWAN)

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Dr. Ming-Jong Liou

DIRECTOR GENERAL

Signed at Taipei City  
This 15th day of June 2015

FOR THE  
STANDARDS  
ORGANISATION OF  
NIGERIA

\_\_\_\_\_  
Dr. Joseph Ikemefuna Odumodu, MRF

DIRECTOR GENERAL/CHIEF EXECUTIVE

Signed at Abuja  
This 1st day of June 2015