

法規名稱：MEMORANDUM OF UNDERSTANDING BETWEEN TAIPEI REPRESENTATIVE OFFICE IN THE EUROPEAN UNION AND BELGIUM AND BELGIAN OFFICE, TAIPEI ON MUTUAL ACCEPTANCE OF ELECTRONIC CERTIFICATES OF NON-PREFERENTIAL ORIGIN

簽訂日期：民國 105 年 11 月 24 日

生效日期：民國 105 年 12 月 24 日

In this Memorandum of Understanding (MOU), the Taipei Representative Office in the European Union and Belgium and the Belgian Office, Taipei will be hereinafter referred to as the "Parties".

The Parties, recognizing that the mutual acceptance of certificates of origin issued electronically is of great significance and importance in simplifying customs clearance and in facilitating trade, hereby have reached the following understanding:

Article 1

For the purposes of this MOU, the terms set out below have the assigned meanings unless the context requires otherwise:

1. Certificate of Origin (CO): A specific form identifying the exported goods, in which the issuing agency/body certifies expressly that the goods to which the certificate relates to originate in a specific country*.
2. Electronic Certificate of Origin (ECO): A CO that is issued electronically, meaning paper CO that is signed and/or stamped electronically.
3. Authorities: Ministry of Economic Affairs (MOEA) for the Taiwan Side; and Federal Public Service Economy, S.M.E.s, Self-employed and Energy for the Belgian Side.
4. Issuing agencies: Agencies, associations or organizations that are designated or authorized by their respective authorities to issue COs and ECOs.

* The European Union being a Customs Union, the origin certification may refer to it.

Article 2

The purposes of this MOU are:

1. to establish an appropriate and effective cooperative framework for mutual recognition of COs and ECOs between the Parties,
2. to establish an administrative cooperation between the Parties with regards to the verification of the origin of the goods; and
3. to strengthen the cooperation between the respective public and private sectors and to induce public support for other collaborative activities on origin matters.

Article 3

In pursuing the purposes stated in Article 2 of this MOU, with the consultation of the respective authorities, the Parties:

1. confirm that the issuing agencies are designated or authorized by their respective authorities to issue COs and ECOs,
2. agree that the validity of ECOs equals that of fully paper COs and accept both COs and ECOs as valid proofs of origin and common supporting documents for customs clearance*,
3. reserve the right to verify the authenticity of COs and ECOs and the country of origin of the related goods in accordance with their respective domestic laws and regulations,
4. agree to provide the other Party with a website enabling to make online verifications; and
5. agree to offer assistance to the other Party for the verification of the origin of the goods.

* Except when the presentation of a fully paper CO is mandatory due to European Union regulation.

Article 4

For the scope of application of this MOU,

1. This MOU will not modify or supersede any domestic laws or

regulations* of the Parties.

2. This MOU does not detract from the respective statutory functions of the Parties under their relevant domestic laws.
3. This MOU does not affect any arrangements under any other MOU that either Party has entered into or may enter into with any other Party.

* Including European Union regulations, for Belgium.

Article 5

For the funding and resources of this MOU,

1. The activities carried out under this MOU will be subject to the availability of funds and resources of the Parties.
2. For those activities, unless agreed otherwise, each Party will be responsible for its own expenses and will provide resources adequate to carry out its own commitments in relation to the activities hereto.

Article 6

For the treatment of confidential material under this MOU,

The Parties will keep confidential any information or knowledge acquired in the course of implementing this MOU.

Article 7

1. This MOU will come into effect 30 days after the date of the last signature or on another date to which the Parties may agree.
2. This MOU will remain in force unless notification in writing is advised by a Party to the other Party six months in advance of the intention to terminate this MOU.
3. This MOU may be revised with the consent of both authorities after a Party receives a written request from the other Party.

Signed in duplicate at Taipei, on 18 of November 2016 and at



Brussels, on 24 of November 2016, in the English language.

FOR TAIPEI
REPRESENTATIVE
OFFICE IN THE
EUROPEAN UNION
AND BELGIUM

MR. KUOYU TUNG

REPRESENTATIVE

FOR BELGIAN
OFFICE, TAIPEI

MR. RIK VAN

DROOGENBROECK
DIRECTOR