

法規名稱：MEMORANDUM OF UNDERSTANDING BETWEEN THE TAIPEI ECONOMIC AND CULTURAL OFFICE, HANOI, VIETNAM AND THE VIET NAM ECONOMIC AND CULTURAL OFFICE IN TAIPEI ON COLLABORATION ON THE PROJECT FOR THE CROSS-BORDER EXCHANGE OF CERTIFICATE OF ORIGIN

簽訂日期：民國 105 年 07 月 06 日

生效日期：民國 105 年 08 月 05 日

This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into by and between the Taipei Economic and Cultural Office, Hanoi, Vietnam and the Viet Nam Economic and Cultural Office in Taipei (hereinafter referred to singularly as a " Side " or jointly as the " Sides "), on behalf of the Authorities of territories represented by the Sides respectively.

The Sides, recognizing that their collaboration on the project for the cross-border exchange of certificate of origin is of great significance and importance in simplifying customs clearance and trade-related processes and in facilitating trade between territories represented by the Sides, hereby have reached the following understanding:

Definitions and Interpretations

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

1. Side/Sides: the Taipei Economic and Cultural Office, Hanoi, Vietnam (TECO), and the Viet Nam Economic and Cultural Office in Taipei (VECO).
2. Certificate of Origin (abbreviation form as CO): A specific form identifying goods, in which the authority or body empowered to issue the CO certifies that the goods to which the certificate relates, originated in Taiwan or Viet Nam.
3. Electronic data of the CO: The CO in digital format.
4. Authorities: Ministry of Economic Affairs (MOEA) and Ministry of Finance (MOF) for the Taiwan Side; and Ministry of Industry and Trade for the Viet Nam Side.
5. Issuing Bodies: means, for the Taiwan Side, any bodies designated by the Ministry of Economic Affairs to issue the CO, and for the Viet Nam Side, any bodies designated by the Ministry of Industry and Trade to issue the CO.
6. Customs Authority: means the authority that, according to the legislation of each Side, is responsible for the administration and enforcement of its customs laws and regulations.

Article 1

The purposes of this MOU are:

1. to simplify customs clearance and trade-related processes between the territories represented by the Sides; and
2. to strengthen the cooperation between the Sides, respective public and private sectors and to induce public support for collaborative activities.

Article 2

In pursuing the purposes stated in Article 1, with the consultation of the respective authorities, the Sides:

1. agree that fees, charges, formalities and requirements on consular legalization imposed on the CO under this MOU shall not be applied;
2. confirm that the issuing body/bodies that issue(s) the CO are authorized by their respective authorities;
3. agree that relevant technical details of electronic data of CO will be mutually determined by both Sides in a follow-up technical meeting;
4. reserve the right to verify the authenticity of the CO contents and the territory of origin in accordance with their respective domestic laws and regulations, and if the importing Side wishes to undertake a verification visit, it shall send the exporting Side a written notification at least 3 working days in advance of the proposed verification visit. The exporting Side may join the verification visits. The importing Side shall inform the exporting Side the preliminary results of verification visits in 7 working days after the completion of the visits; and
5. agree to endeavor to offer a website for the other Side to make online enquiries regarding the CO.

Article 3

1. Scope of Application

This MOU does not affect any arrangements under any other MOU that either Side has entered into or may enter into with any other Side.

2. Treatment of Confidential Material

The Sides will maintain the confidentiality and secrecy of documents, information, data or knowledge acquired in the course of implementing this MOU.

Article 4

1. Settlement of Dispute

Any difference or dispute between the Sides concerning the interpretation and/or implementation and/or application of any of the provisions of this MOU will be settled amicably through mutual consultations and/or negotiations between the Sides.

2. Contact Points

Each Side will designate a contact point to facilitate communications between the Sides on any matter covered by this MOU. Any changes in names and addresses, including email address, fax number or telephone number, will be promptly notified to the other Side. The offices of the contact points are Bureau of Foreign Trade, Ministry of Economic Affairs for the Taiwan Side and Agency of Foreign Trade, Ministry of Industry and Trade for the Viet Nam Side.

3. Meetings

The Sides will meet within one year after the signing of this MOU and annually thereafter, or as mutually determined by the Sides, to facilitate the effective implementation of this MOU.

Article 5

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

Signed in duplicate at Hanoi, on this 6th day of July 2016, in the English language.

Representative of the
Taipei Economic
and Cultural Office,
Hanoi, Vietnam

Richard R.C. Shih

Representative of the
Viet Nam Economic
and Cultural Office in
Taipei

Tran Duy Hai