

法規名稱：MEMORANDUM OF UNDERSTANDING BETWEEN THE TAIPEI ECONOMIC AND TRADE OFFICE, JAKARTA, INDONESIA AND THE INDONESIAN ECONOMIC AND TRADE OFFICE TO TAIPEI FOR COOPERATION IN METROLOGY

簽訂日期：民國 107 年 08 月 24 日

生效日期：民國 107 年 08 月 24 日

The Taipei Economic and Trade Office, Jakarta, Indonesia (TETO) and The Indonesian Economic and Trade Office to Taipei (IETO) hereinafter referred to collectively as the “ Parties ” , and individually as a “ Party ” .

CONSIDERING their common interest to promote and foster technical cooperation in spirit of equality and mutual benefit;

PURSUANT to the prevailing laws and regulations of the respective countries;

HAVING REACHED the following understanding:

Article 1 PRINCIPLES AND OBJECTIVES

Being guided by their joint economic interest, the Parties agree to implement this Memorandum of Understanding (MOU) with the principles and objectives of:

1. Promoting the exchange of experts and information in the field of metrology between the Parties;
2. Reaffirming their commitment to the principles and norms developed by international organizations for metrology;
3. Implementing cooperation projects and initiatives in the fields of metrology.

Article 2 SCOPE OF COOPERATION

The Parties agree to implement the following cooperation projects and initiatives in the fields of metrology:

1. Exchange of metrological information: exchange of laws, regulations, and other relevant technical documents;

2. Consultation of laws and regulations on metrology:
consultations on developing regulatory framework;
3. Measurement standards comparison: comparisons of measurement standards to evaluate their accuracy and traceability;
4. Measurement standards cooperation:
 - (1) Joint research work and devising of new measuring methods and procedures; and
 - (2) Studies of new principles and methods to improve primary standards.
5. Expert exchange and training: exchange/short-term stay of government officials and experts, in particular for the implementation of joint project, lectures, informational visits, studies, information exchange and other events.

Article 3 IMPLEMENTING AGENCY

1. For TETO: the Bureau of Standards Metrology and Inspection (BSMI) of the Ministry of Economic Affairs; and
2. For IETO: Directorate General of Consumer Protection and Trade Compliance, Ministry of Trade.

Article 4 FINANCIAL RESPONSIBILITIES

1. During the period of expert exchange and training, the cost of international/local transportation and subsistence (food and accommodation) shall be borne by the sending Party. Each Party shall be responsible for its own cost incurred by the expert exchange and training, including health care and general liability insurance.
2. Financing of the various activities initiated under this MOU will be jointly agreed to on a case-by-case basis.

Article 5 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 6 INTELLECTUAL PROPERTY RIGHTS

1. Any intellectual property brought by a Party for the implementation of this MOU shall remain the property of that Party.
2. Any intellectual property rights resulted from activities under this MOU shall be jointly owned and subject to separate arrangement concluded between the Parties.

Article 7 LIMITATION OF PERSONNEL ACTIVITIES

Any person engaged in activities related to this MOU shall respect political independence, sovereignty, and territorial of the host country, and shall avoid any activities inconsistent with the purpose and objectives of this MOU.

Article 8 FORCE MAJEURE

1. 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.
2. 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.

Article 9 DISPUTE SETTLEMENT

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 discussions and consultations. Such consultations shall be conducted in good faith.

Article 10 CONTACT POINTS

Each Party shall designate a contact point for regular communication to implement this MOU.

Article 11 ENTRY INTO FORCE, AMENDMENT AND TERMINATION

1. This MOU shall enter into force on the date of its signing and will remain in force unless it is terminated through a written notice from one Party to the other Party at least 6 (six) months prior to the intended date of termination.
2. Any amendment and/or revision to this MOU at any time shall be mutually agreed upon by the Parties in writing. The amendment and/or revision shall form an integral part of this MOU.
3. The termination of this MOU shall not affect the validity and duration of any on-going activities made under this MOU until the completion of such activities unless the Parties decide otherwise.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed this MOU.

Done in duplicate in Taipei, Taiwan on the 24th of August the year 2018 in Chinese, Indonesian, and English languages, all texts being equally authentic. In case of divergence in interpretation, the English text shall prevail.

For the Taipei Economic and
Trade Office,
Jakarta, Indonesia

For the Indonesian Economic
and Trade Office to Taipei

John C. Chen
Representative

Robert J. Bintaryo
Representative