

法規名稱：AGREEMENT ON TECHNICAL COOPERATION BETWEEN THE BUREAU OF STANDARDS, METROLOGY AND INSPECTION, MINISTRY OF ECONOMIC AFFAIRS, REPUBLIC OF CHINA (TAIWAN) AND THE NATIONAL INSTITUTE OF TECHNOLOGY, STANDARDIZATION AND METROLOGY, REPUBLIC OF PARAGUAY

簽訂日期：民國 110 年 04 月 12 日

生效日期：民國 110 年 04 月 12 日

In recognition of the friendly diplomatic ties between the Republic of China (Taiwan) and the Republic of Paraguay, and with the mutual desire to develop closer relations, this Agreement on Technical Cooperation (hereinafter “ this Agreement ” )is undertaken by the Bureau of Standards, Metrology and Inspection (hereinafter “ BSMI ” )of the Ministry of Economic Affairs of the Republic of China (Taiwan), and the National Institute of Technology, Standardization and Metrology (hereinafter “ INTN ” )of the Republic of Paraguay. BSMI and INTN (hereinafter “ the Parties ” )aim to promote technical knowledge and skill transfers in the domains of standardization, metrology, and conformity assessment via this Agreement.

Believing that this Agreement will enhance mutual understanding and promote bilateral trade, the Parties agree to the following:

#### ARTICLE 1

##### PRINCIPLES AND OBJECTIVES

The Parties shall work together with the utmost good faith and implement this Agreement in accordance with the following principles and objectives:

1. Eliminate technical barriers to trade and promote economic relations between Taiwan and Paraguay.
2. Collaborate on capacity building for quality infrastructure related to industrial products, particularly with regard to the technical capabilities of standardization, metrology, and conformity assessment bodies and accreditation systems, as well as other areas of mutual interest.

#### ARTICLE 2

##### SCOPE

1. This Agreement does not generate rights or legally binding obligations of International Law or Domestic Law for any of the Parties or for their respective States.
2. Cooperation between the Parties shall consist of the following:
  - (1) Conducting personnel exchanges to study, share experiences,

- engage in consultations, and train specialists on mutually agreed upon technical cooperation programs.
- (2) Providing information on significant changes to regulatory requirements under the jurisdictions of the Parties that could impact bilateral trade in goods.
  - (3) Promoting and developing direct cooperation between conformity assessment bodies and scientific research institutes regarding standardization, laboratories, metrology, calibration, and conformity assessment procedures.
  - (4) Organizing activities and promoting common projects concerning the development of quality infrastructure to enhance the capabilities and competitiveness of conformity assessment bodies.

### ARTICLE 3

#### TECHNICAL COOPERATION PROGRAMS

1. The Parties agree to cooperate on the following:
  - (1) Various standardization activities, including information exchanges and standards development.
  - (2) Technical personnel training regarding best practices for testing and calibration laboratories, measurement and legal metrology, and product and management systems certification.
  - (3) Consultations on developing regulatory frameworks for consumer products.
  - (4) Inspections and technical services for export products.
  - (5) Technical assistance in agreed areas between the institutions of the both parties.
2. Needs identified by INTN for technical cooperation shall be communicated to BSMI through points of contact designated by each Party. Technical cooperation programs shall be coordinated in advance and agreed upon by the Parties.
3. Cooperation under this Agreement shall be subject to and dependent upon the availability of related funds, personnel, and resources. Neither Party shall be obligated to provide funding. Any financial arrangements shall be negotiated on a case-by-case basis in accordance with relevant laws and regulations.
4. The technical cooperation programs conducted in accordance with the present Article shall be reviewed by the Parties to determine whether the identified needs have been appropriately addressed.

### ARTICLE 4

#### RELEVANT IMPLEMENTING ORGANIZATIONS

When implementing the technical cooperation programs provided for in Article 3, the Parties may, according to their domains of interest, solicit the participation and resources of other

specialized agencies or organizations.

## ARTICLE 5

### CONFIDENTIALITY

1. The Parties shall maintain the confidentiality of the documents and information received under this Agreement. Such information may only be transferred to a third party with the written consent of the other Party.
2. The confidentiality of the documents and information received within the framework of this Agreement will be subject to the applicable legislation of the Parties.

## ARTICLE 6

### FORCE MAJEURE

1. In the event of force majeure, any delay in the implementation of this Agreement by either Party shall neither constitute a default by that Party nor be cause for claims for damages. However, the other Party shall be notified of the delay in a timely manner and provided with a just cause.
2. The Party impacted by force majeure shall promptly notify the other Party, detailing the extent and anticipated duration of the force majeure event, as well as the anticipated delay of the affected endeavor under this Agreement.

## ARTICLE 7

### DISPUTE RESOLUTION

The Parties shall endeavor to settle any dispute or difference of opinion arising from or related to this Agreement amicably and in good faith through mutual discussions and negotiations.

## ARTICLE 8

### VALIDITY AND TERMINATION

1. This Agreement shall be valid for a period of two years from the date of last signature and shall be automatically renewed for a further two-year period every two years unless otherwise terminated.
2. Either Party may terminate this Agreement by providing the other Party with a written notice at least six months in advance.
3. Any amendment and/ or revision to this Agreement shall be mutually agreed upon by the Parties in writing.

In witness whereof, the undersigned, being duly authorized thereto, have signed this Agreement.

Done in duplicate in the Chinese, Spanish, and English languages, with all texts being equally authentic. In the case

of any difference in interpretation, the English text shall prevail.

For the Bureau of Standards,  
Metrology and Inspection,  
Ministry of Economic Affairs,  
Republic of China (Taiwan)

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Ching-Chang Lien  
Director General

Signed in Taipei, Taiwan  
March 18, 2021

For the National Institute of  
Technology, Standardization  
and Metrology, Republic of  
Paraguay

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Lira R. Gimenez  
Director General

Signed in Asuncion, Paraguay  
April 12, 2021