

駐菲律賓臺北經濟文化辦事處與馬尼拉經濟文化辦事處
間
標準化及符合性評估領域合作瞭解備忘錄

駐菲律賓臺北經濟文化辦事處與馬尼拉經濟文化辦事處（以下簡稱為「雙方」），

體認雙方在友好架構下加強技術合作之利益，並追求特定領域之合作；

決定就下列事項達成協議，並指定臺灣經濟部標準檢驗局及菲律賓貿易與工業部產品標準局執行。

第一條
原則與目標

雙方決定本瞭解備忘錄將依下列原則及目標執行：

- (1) 排除臺灣與菲律賓間之技術性貿易障礙，並提昇雙方經濟關係；
- (2) 重申臺灣與菲律賓遵守國際組織所採用有關標準化及符合性評估原則與規範之承諾；
- (3) 發展在標準化及符合性評估領域之合作；
- (4) 基於雙方共同之經濟利益；

第二條
範疇

雙方將於權限範圍內合作，並共同履行以附加協議、會議紀錄及計畫為基礎，在標準化及符合性評估領域之下列活動：

- (1) 將國家標準與國際標準調和，以促進技術、科學及經濟合作；

- (2) 建立並發展雙方科技研究機構有關標準化及符合性評估之直接關係；
- (3) 在適當之期間內，提供有關驗證程序之重大改變及國家標準化與相關法規趨勢之資訊；
- (4) 執行符合性評估程序結果相互承認活動。

雙方將有效促進技術合作，相互承認彼此在前揭領域之技術上職能，並鼓勵在其他具有共同利益事務之合作。

第三條 交流計畫

雙方同意就下列資訊進行交流：

- (1) 各自之國家標準機構發布之規範文件、資訊及期刊；國家標準目錄、個別國家標準，關於法規、符合性評估程序及消費性產品安全之資訊；
- (2) 與驗證、實驗室認證及驗證機構有關之一般資訊及出版品；及
- (3) 有關標準化與符合性評估領域之訓練計畫及提高專家素質之資訊與教材。

有關標準化與符合性評估領域之專家及訓練人員交流，以供研習、分享經驗、進行諮詢或專家訓練，應依本瞭解備忘錄第七條規定，另行訂定協議及議定書履行之。

第四條 費用與開支

專家交流期間之國際旅行、當地交通及膳宿費用與開支規定，訂於本瞭解備忘錄之附件。

根據本瞭解備忘錄舉辦各項活動所需之經費將依個案方式共同安排。

第五條
保密

雙方將確保在本瞭解備忘錄架構下取得之文件及資訊之機密性；該等文件及資訊只有在取得提供文件及資訊方之書面同意下，方得轉送第三者。

第六條
國際組織之合作

雙方決定在諸如世界貿易組織 (WTO)、國際標準組織 (ISO)、國際電工委員會 (IEC)、亞太經濟合作會議 (APEC) 等國際及區域組織架構下，在標準化及符合性評估領域之國際活動中，提升雙方之地位及增進雙方之功能。

第七條
執行

雙方決定以本瞭解備忘錄為基礎，在適當情況下協商雙邊之電機電子產品檢驗符合性評估相互承認協議/辦法。

雙方得協商並訂定其他議定書或換文，以進一步履行本瞭解備忘錄之條款。

第八條
爭端解決

任何因本瞭解備忘錄之解釋或履行之爭議將由雙方透過協商解決。

第九條
修正

本瞭解備忘錄得經由雙方書面議定書或換文修正之。

第十條

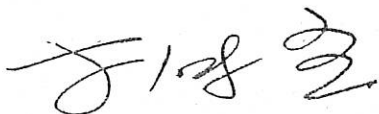
生效與終止

本瞭解備忘錄自雙方簽署日起生效，效期 2 年，到期每次自動續延 2 年。

任一方得在 6 個月前以書面通知另一方終止本瞭解備忘錄。


本瞭解備忘錄於 2009 年 2 月 12 日在台北簽署，並以中文及英文各繕 2 份，2 種文字之約本均具有同等效力。本瞭解備忘錄於解釋發生歧異時，以英文約本為準。

駐菲律賓臺北經濟文化
辦事處代表



李傳通
代表

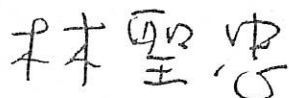
馬尼拉經濟文化辦事處代表



ANTONIO I. BASILIO
代表

見證人

臺灣經濟部



林聖忠
常務次長

菲律賓貿工部



THOMAS G. AQUINO
次長

附件

1. 依本瞭解備忘錄第三條規定之學員當地交通費用與開支，將由提供訓練之一方負擔；至於學員之國際旅費及膳宿費用，則由（學員）派遣國負擔。
2. 依本瞭解備忘錄第三條規定之諮詢及訓練之專家之國際旅行的費用與開支、當地之交通及膳宿費用，由邀請國負擔。
3. 有關專家與學員交流之特定細節另以協議及議定書規定之。

MEMORANDUM OF UNDERSTANDING

ON COOPERATION IN THE FIELD OF

STANDARDIZATION AND CONFORMITY ASSESSMENT

BETWEEN

THE TAIPEI ECONOMIC AND CULTURAL OFFICE IN THE
PHILIPPINES

AND

THE MANILA ECONOMIC AND CULTURAL OFFICE

The Taipei Economic and Cultural Office (TECO) in the Philippines and the Manila Economic and Cultural Office (MECO) (hereinafter referred to as "the Parties"),

Recognizing the joint interest and benefit in strengthening technical cooperation within the framework of friendship and in pursuance of their desire to cooperate in defined areas.

Have decided to establish the following arrangements which will be implemented by the Bureau of Standards, Metrology and Inspection of the Ministry of Economic Affairs of Taiwan and the Bureau of Product Standards of the Department of Trade and Industry of the Philippines:

PARAGRAPH 1
PRINCIPLES AND OBJECTIVES

The Parties decide that this Memorandum of Understanding (MOU) will be implemented with the principles and objectives of:

- (a) Eliminating technical barriers to trade and promoting economic relations between Taiwan and the Philippines;
- (b) Reaffirming their commitment to the principles and norms adopted by international organizations for standardization and conformity assessment;
- (c) Developing cooperation in the field of standardization and conformity assessment; and
- (d) Being guided by their joint economic interests.

PARAGRAPH 2 SCOPE

The Parties will within their competence cooperate and perform joint activities in the field of standardization and conformity assessment on the basis of additional agreements, the minutes and programs as the following:

- (a) Harmonizing national standards with international standards in order to promote technical, scientific and economic cooperation;
- (b) Establishing and developing direct relationships between the scientific and research institutes of both Parties regarding standardization and conformity assessment;
- (c) Providing information within an appropriate period of time on any significant changes occurring in certification procedures and on the trends of national standardization and related regulations; and
- (d) Conducting activities on the joint recognition of the results of conformity assessment procedures.

The Parties will act effectively to promote technical cooperation with a view towards mutual recognition of each other's technical competence in the above field and will encourage cooperation in any other matters of joint interest.

PARAGRAPH 3 EXCHANGE PROGRAMME

The Parties will exchange the following technical information:

- (a) Normative documents, information and periodicals published by the respective national standardization bodies, catalogues of national standards, separate national standards, information on regulations, conformity assessment procedures and consumer product safety;
- (b) General information and publications on certification, accreditation of testing laboratories and certification bodies; and
- (c) Information and materials regarding the training programs and the upgrading of specialists qualifications in the field of standardization and conformity assessment.

The exchange of delegations of specialists and trainers to study, share experience and conduct consultations or training of specialists in the field of standardization and conformity assessment will be carried out according to the separate arrangements and protocols, according to PARAGRAPH 7 of this MOU.

PARAGRAPH 4 COSTS AND EXPENSES

The costs and expenses of international travel, local transportation and subsistence during exchange of specialists are described in the Annex which is attached to this MOU.

Financing of the various activities initiated under this MOU will be jointly arranged on a case-by-case basis.

PARAGRAPH 5 CONFIDENTIALITY

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

PARAGRAPH 6 COOPERATION IN INTERNATIONAL ORGANIZATIONS

The Parties decide to work within the framework of international and regional organizations such as World Trade Organization (WTO), International Organization for Standardization (ISO), International Electrotechnical Commission (IEC), Asia-Pacific Economic Cooperation (APEC), etc., to promote their positions and increase their roles regarding international activities in the field of standardization and conformity assessment.

PARAGRAPH 7 IMPLEMENTATION

Both Parties decide to use this MOU as the basis for negotiating a mutual recognition agreement/arrangement on conformity assessment results for electrical and electronic products when it is appropriate.

For further realizing the provisions of this MOU, the Parties may negotiate and conclude additional protocols or exchange of notes.

PARAGRAPH 8 DISPUTES AND RESOLUTIONS

Any disputes arising from the interpretation or fulfillment of this MOU will be settled by negotiations.

PARAGRAPH 9
AMENDMENT

This MOU may be amended by a written protocol or an exchange of notes of both Parties.

PARAGRAPH 10
VALIDITY AND TERMINATION

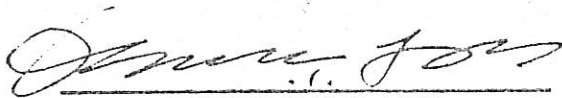
This MOU will be valid for a period of two (2) years from the signing date and thereafter it will be automatically renewed for further successive periods of two (2) years each.

Either Party may terminate this MOU by providing the other Party with a written notice at least six (6) months in advance.

Signed in duplicate in Taipei on February 12, 2009 in the Chinese and English languages, both texts being equally valid. In case of divergence in interpretation of this MOU, the English text will prevail.

For Taipei Economic and Cultural
Office in the Philippines

For Manila Economic and
Cultural Office



DONALD C.T. LEE
Representative

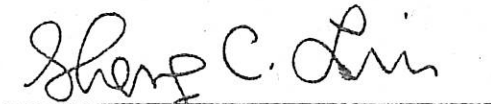


ANTONIO I. BASILIO
Representative

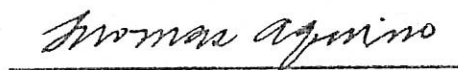
Witnessed by :

Ministry of Economic Affairs of
Taiwan

Department of Trade and
Industry of the Philippines



SHENG-CHUNG LIN
Vice Minister



THOMAS G. AQUINO
Senior Undersecretary

Annex

1. The costs and expenses for local transportation of trainees, as described in PARAGRAPH 3 of this MOU, will be covered by the Party providing the training; the costs for the international travel and subsistence of the trainees will be covered by the sending Party.
2. The costs and expenses for international travel, local transportation and subsistence for experts providing consultation and training, as described in PARAGRAPH 3 of this MOU, will be covered by the inviting Party.
3. The specific details regarding the exchange of experts and trainees will be provided in separate arrangements and protocols.