

標準檢驗局與奈及利亞標準局

瞭解備忘錄（中譯本）

本瞭解備忘錄（以下稱「本備忘錄」）由以下雙方所訂定：

標準檢驗局—臺灣標準化、度量衡和產品檢驗之主管機關，主要辦公處所為中華民國 100 臺北市濟南路一段 4 號。

奈及利亞標準局—奈及利亞聯邦共和國之國家標準機關，主要辦公處所為奈及利亞 52, Lome Crescent Wuse Zone 7 Abuja。

臺灣標準檢驗局與奈及利亞標準局，以下合稱「雙方」，個別稱「一方」。

緣起

臺灣之標準檢驗局，為一國家機關，依據 1998 年經濟部標準檢驗局組織條例所設立，負責制訂及實施標準化、法定度量衡及產品檢驗之國家政策。

奈及利亞聯邦共和國之標準局，為一國家標準機關，依據 2004 年奈及利亞聯邦共和國制定公布之奈及利亞聯邦法 CAP S9 所設立，負責制訂有關度量衡、材料、商品、營建和工商產品驗證流程之國家政策。

考量標準化、度量衡及符合性評鑑活動與國際調和需要，雙方同意訂定本備忘錄，列明擬合作條款和條件，茲協議如下：

第一條 原則與目標

雙方同意本於誠信精神進行合作，並以下列原則與目標執行本備忘錄：

1. 消除臺灣與奈及利亞間技術性貿易障礙，並促進經貿關係；
2. 重申雙方對國際組織採用之標準化和符合性評鑑之原則與規範之承諾；及
3. 於標準化與符合性評鑑領域發展合作。

第二條 範圍

本備忘錄將特別涵蓋下列領域：

1. 試驗室間國家量測標準之比對；
2. 研究訪問及專家交換，特別是在標準化、度量衡及符合性評鑑領域之年輕科學家或博士班學生；
3. 新原理聯合研發活動；
4. 提供奈及利亞現代試驗室設備之諮詢服務；
5. 交換任何一方之出版品和制訂之標準。

雙方將採取有效行動，以促進在標準化、度量衡及符合性評鑑領域上更多技術合作，並鼓勵在具共同利益之其他事項合作。

第三條 費用與支出

1. 雙方應依據以下方式進行合作：

原則上，任何一方應各自負擔合作過程中所生之費用。提供訓練之一方應負擔學員當地交通費；學員之國際旅費及膳宿費用，則由派遣國給付。

提供諮詢及訓練之專家之國際旅費、當地之交通費及膳宿費用，應由邀請國給付。

有關專家與學員交流之特定細節將另行訂定協議及議定書規定之。

2. 實施研究和研發活動應取決於雙方財政資源。

第四條 保密

雙方應確保本備忘錄架構下所獲取之文件或資訊之機密性。該等資訊只有在取得提供資訊方之書面同意下方能轉送第三者。

第五條 不可抗力

任何一方若因不可抗力因素所造成之任何延遲或未能履行本備忘錄，該方不構成違約或須負擔任何另一方所提之損害賠償。

受不可抗力事件影響之一方應不遲延地通知另一方，且應告知另一方不可抗力事件之程度及預估將持續之時間；該義務履行之時間應相應

延長。

當不可抗力事件持續超過 90 天以上，雙方應討論可採取之行動，使本備忘錄儘可能繼續履行，或決定是否終止本備忘錄。

第六條 爭端解決

除本備忘錄另有規定，雙方同意應以最大努力解決彼此就本備忘錄所產生或與本備忘錄有關之爭端或歧見，並透過相互友善地討論和協商；該等協商應本於誠信。

第七條 準據法

本備忘錄在各方面均受中華民國法律及奈及利亞聯邦法律管轄及解釋。

第八條 不得轉讓

在未獲另一方事先書面同意，任何一方無權將本備忘錄之任何義務或本備忘錄之任何部分指定或轉讓。

第九條 主管機關

負責本備忘錄及其他有關事項之執行機關為：

在中華民國，為標準檢驗局；

在奈及利亞聯邦共和國，為奈及利亞標準局。

第十條 智慧財產

1. 所有雙方擁有之智慧財產權，均屬任何一方之專有財產。
2. 任何一方在未獲得對方預先書面同意，不得使用對方之智慧財產。
3. 任何一方均不會獲得屬於另一方之智慧財產中之任何權利、所有權或利益。
4. 任何與本備忘錄有關，並由其中一方或為其以任何媒介或形式所預備、創造或著作之智慧財產，應專屬於該方，雙方不得就該等

材料或文件編譯、轉讓及讓渡權利、所有權和利益給第三方。

5. 雙方茲確認彼此之智慧財產權，及承諾不會侵犯該等權利，並會採取一切必要措施以確保對方之智慧財產不會受影響。

第十一條 修正

除非雙方事先以書面同意，本備忘錄不得修正、更改或補充，且對於違反本備忘錄條文之事項不得放棄或同意。

第十二條 生效與終止

1. 本備忘錄以英文繕製 2 份，自後簽署之日起生效。
2. 本備忘錄效期為 2 年，除非提前終止。
3. 本備忘錄效期每 2 年自動延長，除非另經修正或終止。
4. 任何一方有權於 6 個月前以書面通知另一方終止本備忘錄。
5. 本備忘錄依據本條文規定終止時，不影響雙方於本備忘錄終止前既有之任何權利、義務，或任何一方得主張之任何賠償或損害。
6. 倘臺灣標準檢驗局及/或奈及利亞標準局須停止執行業務/存在，本備忘錄將在不須任何預先行動下自動終止，不論本備忘錄是否有任何其他規定。

中華民國標準檢驗局

奈及利亞標準局

局長：劉明忠博士

局長/行政長官：

Dr. Joseph Ikemefuna Odumodu, MRF

2015 年 6 月 15 日於臺北簽署

2015 年 6 月 1 日於 ABUJA 簽署

MEMORANDUM OF UNDERSTANDING
BETWEEN
BUREAU OF STANDARDS, METROLOGY AND
INSPECTION (BSMI)
AND
STANDARDS ORGANISATION OF NIGERIA (SON)

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THIS MEMORANDUM OF UNDERSTANDING is made

BETWEEN

The BUREAU OF STANDARDS, METROLOGY AND INSPECTION (BSMI), the national authority responsible for standardization, metrology and product inspection in Taiwan having its principal place of business at 4, Section 1, Chinan Road, Taipei 100, Republic of China (Taiwan) (hereinafter referred to as the "BSMI");

AND

STANDARDS ORGANISATION OF NIGERIA, the national standards body of the Federal Republic of Nigeria having its principal place of business at 52, Lome Crescent Wuse Zone 7 Abuja (hereinafter referred to as "SON").

The **BSMI** and **SON** are hereinafter jointly referred to as the "Parties" and individually referred to as a "Party".

WHEREAS

The **BSMI** is the national body in Taiwan established by the Organisation Act of Bureau of Standards, Metrology and Inspection, Ministry of Economic Affairs, 1998. It is responsible for developing and enforcing national policies in the areas involving standardization, legal metrology and product inspection throughout the territories of Republic of China (Taiwan).

SON is the national standards body of the Federal Republic of Nigeria established by CAP S9 Laws of the Federation of Nigeria, 2004 and is vested with the authority for Standards elaboration in respect of Metrology, Materials, Commodities, Structures and processes for the Certification of products in Commerce and Industry throughout Nigeria.

Considering the need for international harmonization of standardization, metrology and conformity assessment, the Parties have agreed to enter into this Memorandum of Understanding to set out the terms and conditions of their proposed cooperation.

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NOW IT IS HEREBY AGREED AS FOLLOWS:

**ARTICLE 1
PRINCIPLES AND OBJECTIVES**

The Parties agree to cooperate in the spirit of trust and confidence and to implement this Memorandum of Understanding (MOU) with the principles and objectives of:

1. Eliminating technical barriers to trade and promoting economic relations between Taiwan and Nigeria;
2. Reaffirming the commitment of the Parties to the principles and norms adopted by the international organisations for standardization and conformity assessment; and
3. Developing cooperation in the fields of standardization and conformity assessment.

**ARTICLE 2
SCOPE**

This MOU will cover the following areas in particular:

1. Inter-laboratory comparisons of national measurement standards;
2. Study visits and exchange of experts, especially young scientists or doctoral students in the fields of standardization, metrology and conformity assessment;
3. Joint research and development activities in realisation of new principles;
4. Provision of consultation on modern laboratory equipment to Nigeria;
5. Exchange of publications and standards developed by either Party.

The Parties will act effectively to promote additional technical cooperation in the fields of standardization, metrology and conformity assessment and will encourage cooperation in any other matters of joint interest.

**ARTICLE 3
COST AND EXPENSES**

1. Cooperation between the Parties shall be based on the following:

In principle, each Party shall bear its costs in the course of this cooperation. The cost for local transportation of trainees shall be covered by the Party providing the training; the cost for international travel and subsistence of the trainees shall be covered by the sending Party.

The expenses for international travel, local transportation and subsistence for experts providing consultation and training, shall be covered by the inviting Party.

The specific details regarding the exchange of experts and trainees will be

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- provided in separate arrangements and protocols.
2. Implementation of research and development activities shall depend on the availability of financial resources of both Parties.

ARTICLE 4 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 5 FORCE MAJEURE

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.

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.

Where a Force Majeure Event persists for a period exceeding ninety (90) days, the Parties shall discuss the actions to be taken in order to either continue with the performance of the MOU to the best extent possible or decide to terminate the MOU.

ARTICLE 6 DISPUTE RESOLUTION

Subject to other provisions of this MOU, 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 discussion and negotiations; such negotiations shall be conducted in good faith.

ARTICLE 7 GOVERNING LAW

This MOU shall be governed by and construed in all respects in accordance with the Laws of the Republic of China (Taiwan) and the Laws of the Federal Republic of Nigeria.

ARTICLE 8 NON-ASSIGNMENT

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Neither Party shall have the right to assign or transfer any obligations in terms of this MOU or any part thereof without the prior written consent of the other Party.

ARTICLE 9 COMPETENT AUTHORITIES

The authorities responsible for the implementation of this MOU and other matters relating thereto shall be:

In the case of the Government of the Republic of China (Taiwan), the Bureau of Standards, Metrology and Inspection (BSMI);

In the case of the Federal Republic of Nigeria, the Standards Organisation of Nigeria (SON).

ARTICLE 10 INTELLECTUAL PROPERTY

1. All Intellectual Property Rights owned by the Parties shall at all times remain the sole property of each Party.
2. Neither Party shall without prior written consent of the other Party, make use of the other's Intellectual Property.
3. Neither Party shall acquire any rights, title or interest of any kind in any Intellectual Property of the other Party.
4. Any Intellectual Property in any media or format, prepared, created or authored by or specifically for either of the Party in terms of this MOU shall belong exclusively to that Party and in this regard, the Parties may not code, assign and make over all rights, title and interest in and to any such material or documentation to other third parties.
5. The Parties hereby acknowledges the other's Intellectual Property Rights and undertake to each other that they shall not infringe those rights and shall do all things necessary to ensure that the Intellectual Property of the other Party is not affected.

ARTICLE 11 AMENDMENTS

This MOU may not be amended, modified or supplemented and no waivers or consents to departures from the provisions hereof may be given, unless consented to in writing by both Parties.

ARTICLE 12 VALIDITY AND TERMINATION

1. This MOU, written in duplicate in the English language, will become effective on the date of last signature.

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2. This MOU shall continue in force for a period of two (2) years unless terminated earlier.
3. This MOU shall be automatically extended every two years unless otherwise amended or terminated.
4. Each Party shall have a right to terminate this MOU by giving at least six (6) months written notice to the other Party.
5. The termination of this MOU pursuant to this clause, shall not affect any rights or obligations of the Parties which may have accrued prior to the termination of this MOU or any compensation or damage due to either Party.
6. Notwithstanding anything contained herein, this MOU shall terminate automatically without any further action by either Party, if BSMI and or SON shall cease to carry on business/exist.

**FOR THE BUREAU OF STANDARDS,
METROLOGY AND INSPECTION
(BSMI) ROC (TAIWAN)**



Dr. Ming-Jong Liou

DIRECTOR GENERAL

Signed at Zipai City
This 15th day of June 2015

**FOR THE STANDARDS
ORGANISATION OF NIGERIA**



Dr. Joseph Ikemefuna Odumodu, MRF

DIRECTOR GENERAL/CHIEF
EXECUTIVE

Signed at ABUJA
This 1st day of June 2015

