

美國國際材料試驗協會與台灣經濟部標準檢驗局簽訂之  
協議備忘錄

本協議備忘錄的目的是加強美國國際材料試驗協會（以下簡稱「ASTM International」）與台灣經濟部標準檢驗局（以下簡稱「BSMI」）之間的關係，藉以提升ASTM International與BSMI為台灣民眾服務的能力，持續台灣經濟體系的成長，協助台灣發展健康、安全、與環境的國家標準。

ASTM International與BSMI就下列目標達成協議：

- 促進兩組織間的聯繫；
- 兩組織間避免不必要的重複工作；
- 促進各組織之標準的知識發展；
- 運用ASTM International的資源，強化台灣的國家標準系統；
- 促進ASTM International的標準能為全球所接受與使用。

ASTM International對下列各項內容表示同意：

- 同意每年免費提供BSMI一份完整的ASTM International的標準專輯（光碟版或書籍版）；
- 特別允許：BSMI在台灣轉售ASTM International的出版品、採用ASTM International的標準做為台灣的國家標準、以及在台灣影印分發ASTM International的標準；
- 共同贊助ASTM/BSMI的工業標準與訓練計畫；
- 免費提供所有有關ASTM International技術委員會的會員身份，給來自BSMI的台灣技術代表，其權益比照ASTM International會員，包括：
  - 參加任何ASTM International之技術委員會；
  - 藉由「會員專屬」的電子網頁，使用對台灣有產業利益之其他參與者的網路（由該等委員會之參與者連結構成）；
  - 所有ASTM International標準的活動訊息；
  - 官方表決標準草案之發展的相關影響；
  - 藉由參與標準發展會議、座談會、與研討會，進一步掌握影響特定產業的最新訊息；
  - 參與會議的規劃與執行，包括電子會場；
  - 每年訂閱ASTM International月刊—*Standardization News*；
  - 座談會/研討會註冊費之優惠。

BSMI對下列各項內容表示同意：

- 提供所有BSMI資料中心的使用者使用最新的ASTM International標準，包括在BSMI首頁設置ASTM International網站（[www.astm.org](http://www.astm.org)）的超連結；
- 讓台灣的特定產業領導人/股東/技術專家能與ASTM International之技術委員會取得聯繫，並協助促成其間積極的活動參與（該參與目的可透過網際網路來達成），藉由對ASTM International所提之標準草案的審閱與評論，進而確保該標準符合台灣產業的需求。
- 為有關ASTM所推行之活動的傳達與履行徵募參與的伙伴（例如實驗室之間的交互檢測（品管）計畫、技術與專業訓練計畫）；
- 盡可能採用ASTM International的標準作為台灣的國家標準之基礎，在參照ASTM International的標準作為台灣的國家標準時，就ASTM International之著作權應予以適當承認。
- 藉由參照台灣的管理需要與融合ASTM International的標準，儘可能地推展合宜之ASTM International標準；
- 寄壹份有關其參與ASTM International標準化活動之年報給ASTM International。

ASTM International與BSMI同意每年正式審視本協議備忘錄，藉以確保其符合原先設定之目標。

本協議備忘錄在任何一方要求終止之前都屬有效，惟書面通知終止之前，應基於善意給予6個月的時間討論終止本協議備忘錄之相關事宜。

經濟部標準檢驗局 局長

林能中 \_\_\_\_\_

日期 \_\_\_\_\_

美國國際材料試驗協會 會長

James A. Thomas \_\_\_\_\_

日期 \_\_\_\_\_



**INTERNATIONAL**

Standards Worldwide

**Address** 100 Barr Harbor Drive  
PO Box C700  
W. Conshohocken, PA  
19428-2959 | USA

**Phone** 610.832.9500  
**Fax** 610.832.9555  
**e-mail** [service@astm.org](mailto:service@astm.org)  
**Web** [www.astm.org](http://www.astm.org)

## **Memorandum of Understanding Between the ASTM International and Bureau of Standards, Metrology and Inspection of Taiwan**

The purpose of this Memorandum of Understanding (MOU) is to strengthen the relationship between the ASTM International and Bureau of Standards, Metrology and Inspection of Taiwan (BSMI) in order to: enhance the ability for ASTM International and BSMI to support the needs of the Taiwanese people, continue growth of Taiwan's economy, and aid in the development of Taiwan's national standards for health, safety, and the environment.

ASTM International and BSMI establish this agreement with the following goals:

- Promote communication between the two organizations;
- Avoid duplication of work efforts where possible;
- Promote knowledge of the standards development activities of each organization;
- Utilize the resources of ASTM International to strengthen Taiwan's national standards system;
- Promote the worldwide acceptance and use of ASTM International Standards.

ASTM International agrees to the following:

- To provide annually the full collection of ASTM International Standards on CD ROM or in book form to BSMI at no charge;
- To provide a Special Agreements to BSMI allowing it to resell ASTM International publications in Taiwan, adopt ASTM International standards as Taiwanese National Standards, and photocopy and distribute ASTM International standards in Taiwan;
- To jointly sponsor ASTM/BSMI industry standards and training programs
- To provide Participating Membership to any technical representatives from Taiwan on all relevant ASTM International technical committees at no charge if they come through BSMI. Benefits accorded to ASTM International members include:
  - Participation on any of ASTM International's technical committees;

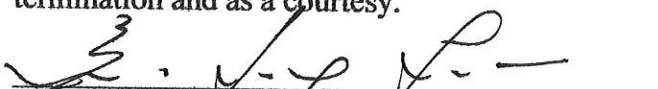
- Access to the network of other participants in industries of interest to Taiwan through electronic "Members Only" pages (for those committees that participants join);
- Information on all ASTM International standards actions;
- Influence in the development of draft standards through official voting;
- Greater access to current information affecting specific industries by attendance at standards development meetings, symposia, and workshops;
- Involvement in planning and conducting meetings, including electronic venues;
- Annual subscription to ASTM International's monthly magazine *Standardization News*;
- Reduced symposia/workshop registration fees.

BSMI agrees to the following:

- To provide all users at the BSMI Information Center with access to current ASTM International standards including an electronic link to ASTM International's website ([www.astm.org](http://www.astm.org)) on the BSMI home page;
- To identify and link specific Taiwanese industry leaders/stakeholders/technical experts with ASTM International technical committees and help promote direct active participation therein (participation can be accomplished through internet access) through review of and comment on ASTM International draft standards to ensure that the standards meet the needs of Taiwanese industry;
- To seek and recruit partners for the delivery and implementation of related ASTM International initiatives (e.g. Interlaboratory Cross-Check (quality control) Programs, Technical and Professional Training Program);
- To adopt ASTM International standards where possible, as the basis of Taiwanese National Standards and reference ASTM International standards where possible in Taiwanese National Standards with suitable recognition given to ASTM International copyright;
- To promote the relevance of ASTM International standards, where appropriate to Taiwanese regulatory needs and incorporate ASTM International standards by reference, where possible.
- To send an annual report to ASTM International on its involvement in ASTM International standardization activities.

ASTM International and BSMI agree to formally review this MOU on a yearly basis to ensure it meets its stated goals.

This MOU shall remain in effect until such time as one or the other party requests its termination, normally giving six months written notice in order to hold discussions about termination and as a courtesy.



Neng-Jong Lin, Director General  
Bureau of Standards, Metrology and Inspection  
Ministry of Economic Affairs

1-25-2005

Date



James A. Thomas, President  
ASTM International

1-14-2005

Date



**ASTM  
INTERNATIONAL**

100 Barr Harbor Drive      service@astm.org  
PO Box C700              tel +1 610 832.9500  
West Conshohocken, PA      fax +1.610.832.9555  
19428-2959 USA              www.astm.org

**ANNEX A to the Memorandum of Understanding (commercial terms between BSMI and ASTM International)**

**Agreement dated 19 November 2014 between the ASTM International, 100 Barr Harbor Drive, West Conshohocken, PA 19428, USA and Bureau of Standards, Metrology and Inspection (BSMI), Ministry of Economic Affairs, No. 4, Section 1, Jinan Road, Taipei, 10051, Taiwan.**

WHEREAS BSMI desires to adopt certain ASTM International standards as Taiwan's Chinese National Standards (CNS standards) and to distribute such resulting CNS standards in Taiwan, and ASTM International desires to have its standards adopted by BSMI with proper recognition and protection of ASTM International's intellectual property rights,

WHEREAS ASTM International has also published certain standards, not adopted by BSMI, and desires to have such ASTM International standards distributed to a broad class of users, and BSMI desires to copy such ASTM International standards (non-adopted ASTM Standards) and, package and distribute such copies as set forth below,

AND WHEREAS ASTM International desires to license BSMI to reproduce individual hardcopy standards (from your existing free online subscription) and distribute ASTM International publications (reproduced individual standards or original products from the ASTM International Catalog) in Taiwan under the terms and conditions herein,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants of the parties hereto, it is hereby agreed:

1. "ASTM International standards" mean all documents adopted and published as ASTM International standards by ASTM International.
2. **ADOPTION AND REPRODUCTION OF ASTM INTERNATIONAL STANDARDS**
  - 2.1. For the purposes of this agreement relating to the adoption of ASTM International standards, both parties agree to use the definition of adoption as outlined in ISO/IEC Guide 21 as the formal basis and understanding of the adoption arrangement.
  - 2.2. ASTM International grants BSMI the rights to adopt copyrighted ASTM International standards as CNS standards within Taiwan under the following terms and conditions.
  - 2.3. Upon request from BSMI, ASTM International will provide electronic files of its standards to BSMI for purposes of adoption only.
  - 2.4. BSMI will republish its adoptions of ASTM International standards without change (Guide 21, Section 4.2) to the original and agrees to maintain the integrity of the ASTM International standards, including use of ASTM International's official designation and logo. If any changes or additions are required by BSMI for its adoption of specific ASTM International standards, the changes, additions or alterations will be listed as BSMI Exceptions to the ASTM International standard on a separate cover or back page (Guide 21, Section 5.3).
  - 2.5. If BSMI translates any ASTM International standard it adopts, BSMI agrees that ASTM International owns the copyright to the translation, will place ASTM International's copyright notice and translation caveat (to be provided by ASTM International) thereon and will provide ASTM International with copies of the translations for copyrighting purposes.

- 2.6. Prior to initiating adoption of any specific ASTM International standard, BSMI shall notify ASTM International and gain written approval from ASTM International to proceed with the adoption in accordance with this Agreement. Any ASTM International approval letter will include specific wording regarding the ASTM International designation and copyright acknowledgement as given below.
  - 2.7. A statement such as the following will appear on the cover and first page of each published BSMI adoption of an ASTM International standard: "This standard is identical to ASTM XXXX-XX, Title, Copyright ASTM International, 100 Barr Harbor Drive, West Conshohocken, PA 19428, USA. Reprinted by permission of ASTM International."
  - 2.8. For all copies of each ASTM International Standard adopted and distributed by BSMI, BSMI shall submit an annual report listing the total copies distributed. Such reports shall be due within 60 days of the end of the calendar year. Upon receipt of the report, ASTM International will invoice BSMI for the appropriate fees due in accordance with paragraph 2.9. Payment will be due to ASTM International within 60 days of issuance of invoice.
  - 2.9. Unless otherwise negotiated by BSMI and ASTM International, a royalty fee of 25% (discount of 75%) of the ASTM International U.S. list price will apply to each adopted standard distributed by BSMI.
  - 2.10. BSMI shall provide ASTM International with a list of its adopted ASTM International standards annually or upon written request by ASTM International.
3. DISTRIBUTION OR REPRODUCTION OF NON-ADOPTED ASTM INTERNATIONAL STANDARDS BY BSMI
- 3.1. "Copies" mean printed copies only, and specifically excludes electronic copies or copies in other media.
  - 3.2. ASTM International hereby grants to BSMI the limited nonexclusive license to reproduce and distribute, within the territories of Taiwan [Taiwan, Penghu, Kinmen and Matsu (TPKM)], copies of ASTM International standards not adopted by BSMI. BSMI shall reproduce the ASTM International standards from its free online subscription published by ASTM International and provided to BSMI by ASTM. After each downloaded version is used to print a delivery copy, the PDF/TIFF version must be deleted from the BSMI system and not reused.
  - 3.3. This Agreement does not include a license to make, sell or distribute electronic or digital copies of ASTM Standards.
  - 3.4. BSMI shall pay to ASTM International for each photocopy of an ASTM International standard made by Licensee a royalty of 0.60 x Licensor's published North American price for a separate reprint of the ASTM International standard.
  - 3.5. No partial printing of individual pages of any ASTM International standard is permitted under this Agreement.
  - 3.6. Royalties accruing during the 6-month periods January through June and July through December shall be paid by BSMI to ASTM International biannually, on 15 August 2015 and 15 February 2016.
  - 3.7. Each royalty payment made by BSMI to ASTM International shall be accompanied by a report giving the total quantity of photocopies made and distributed for the previous 6-month period. The annual royalty report and payment should be sent to Ms. Kathe Hooper at ASTM International ([khooper@astm.org](mailto:khooper@astm.org)).
  - 3.8. Upon request, BSMI will provide ASTM International with information on how the photocopies were packaged and distributed, and at what prices they were sold by BSMI.
  - 3.9. BSMI shall place the following statement upon the first page of each copy of an ASTM International standard that it sells or distributes, which has not been adopted by BSMI. "Copyright ASTM International, 100 Barr Harbor Drive, West Conshohocken, Pennsylvania 19428-2959, United States of America. This copy has been made by the Bureau of Standards, Metrology and Inspection (BSMI) under license from ASTM International."

4. ASTM International warrants and BSMI acknowledges that all copyrights, ownership and other rights therein to ASTM International standards (and any future revisions) and related material, in all formats, including digital, are the sole property of ASTM International (whether or not adopted by BSMI) and subject to applicable U.S. and International copyright laws.
5. BSMI also acknowledges and agrees that the adoption, enactment, reference, or incorporation of any of the ASTM International standards by any government or agency, including by BSMI, has not and will not effect, transfer, modify or alter the copyrights of the ASTM International standards in any way.
6. BSMI agrees not to submit or provide ASTM International standards or copyrighted material (including BSMI's adoptions thereof) to any other standards body (bodies) or organizations - whether national, international or other - for use, review or approval without the prior written consent of an ASTM International officer.
7. BSMI shall provide the records regarding the reproduction, distribution, and packaging of ASTM International standards within 45 days after receiving written request by ASTM International.
8. RESELLER TERMS
  - 8.1. ASTM International will give to BSMI a 40% discount from its catalog prices on all orders placed for the distribution of ASTM International publications (all those not within the terms of sections 2 and 3, above). The distribution of ASTM's online or network products are not permitted under this agreement.
  - 8.2. Payments will be made in U.S. Dollars, 30 days after receipt of invoice from ASTM International. Prepayment is required to obtain special prices on sections or the complete set of ASTM International standards as noted in our catalog.
  - 8.3. We will ship the publications to BSMI at the address noted in section 11 below in Taiwan, or to an airfreight agent you select in the United States. Shipping and handling charges will apply as noted in the current ASTM Catalog.

If BSMI requires special shipping, BSMI must indicate the desired method of shipping on the order. BSMI will be billed for the shipping & handling fees as noted above plus additional shipping charges.
  - 8.4. BSMI is responsible for ensuring that any publications shipped to it by ASTM International or on its behalf clear Taiwan's customs.
  - 8.5. All orders and related correspondence should be sent to the attention of Ms. Julia Lively, Customer Service Specialist, ASTM International (FAX 610-832-9555, e-mail: [jlively@astm.org](mailto:jlively@astm.org)).
9. This Agreement shall have a term of one year beginning 1 January 2015, and ending 31 December 2015, and will automatically renew under the same terms and conditions for further one year periods unless terminated by either party giving the other written notice of termination 90 days before the expiry date of the Agreement.
10. ASTM International may immediately terminate this Agreement upon BSMI breach of any term thereof. Upon notice of termination, BSMI may continue to distribute copies of previously adopted standards under the terms of this agreement, but no new adoptions may be undertaken. BSMI will immediately destroy any electronic files and hard copies of ASTM International standards and all unsold copies of ASTM International standards.



11. Any notices and payment required or permitted hereunder shall be deemed sufficient if addressed as follows:

If to ASTM International:  
Mr. John Pace  
Vice President, Publications and Marketing  
ASTM International  
100 Barr Harbor Drive  
West Conshohocken, PA 19428-2959, U.S.A.  
Email: [jpace@astm.org](mailto:jpace@astm.org)

If to BSMI:  
Brian C.S. Shu  
Director, 5<sup>th</sup> Division  
Bureau of Standards, Metrology & Inspection  
No. 4, Section 1, Jinan Road  
Taipei, 10051, Taiwan  
Email: [cs.shu@bsmi.gov.tw](mailto:cs.shu@bsmi.gov.tw)

12. The parties hereto shall strive to settle any disputes amicably between themselves. Any controversy or claim arising under, out of, in connection with, or relating to this MOU which cannot be settled amicably within six months shall be subject to the jurisdiction of: (a) the Pennsylvania Court if a suit is instituted by BSMI for ASTM's breach of Agreement or ASTM's copyright violation; or (b) subject to the jurisdiction of the Taipei District Court if a suit is instituted by ASTM for BSMI's breach of the Agreement or BSMI's copyright violation. Both parties agree to enforce the final and binding judgements, in good faith.
13. If BSMI wishes to translate this Agreement and sign both the translation and English versions, BSMI agrees that the English version is the official version.
14. This Agreement, along with the parties' Memorandum of Understanding (MOU) contains the entire agreement and understanding between the parties. The terms of this Agreement, if in conflict with the MOU, control BSMI's use, reproduction, and distribution of ASTM International standards and CNS adoptions thereof. There are no covenants, representations, or warranties not herein expressly set forth. This Agreement may not be changed, modified, assigned, or discharged except by an instrument in writing signed by both parties.

Agreed to for by BSMI:

Name: Brian C.S. Shu  
Title: Director, 5<sup>th</sup> Division

Signature: Brian Shu  
Date: 1 Dec 2014

Agreed to for by ASTM International:

Name: John Pace  
Title: Vice President, Publications & Marketing

Signature: John Pace  
Date: 19 Nov 2014