

中華民國經濟部標準檢驗局與

史瓦濟蘭王國

商務、工業暨貿易部法規暨品質基礎建設研發處間

技術合作瞭解備忘錄

**Memorandum of Understanding  
on Technical Cooperation**

**between**

**The Bureau of Standards, Metrology and Inspection,  
Ministry of Economic Affairs,  
Republic of China (Taiwan)**

**and**

**The Regulatory and Quality Infrastructure  
Development Department, Ministry of Commerce,  
Industry and Trade, Kingdom of Swaziland**

中華民國經濟部標準檢驗局與  
史瓦濟蘭王國商務、工業暨貿易部法規暨品質基礎建設研發處間  
技術合作瞭解備忘錄

中華民國經濟部(MOEA)標準檢驗局(BSMI)及史瓦濟蘭王國商務、工業暨貿易部(MCIT)法規暨品質基礎建設研發處(RQID)(以下稱「雙方」)，鑒於中華民國(臺灣)與史瓦濟蘭王國(史瓦濟蘭)兩國友好邦誼及建立更密切關係之期待，同意簽訂一份瞭解備忘錄，以促進標準化、度量衡及符合性評鑑領域技術知識、建議及技能的轉移。

雙方確信合作將增進相互瞭解及促進兩國間之貿易，一致同意：

### 第一條

#### 原則與目標

雙方同意本於誠信精神合作，並依下列原則及目標執行本瞭解備忘錄：

1. 消除臺灣及史瓦濟蘭間之技術性貿易障礙，並促進經貿關係；及
2. 發展與工業產品相關之品質基礎建設能力建構合作，特別是標準化、度量衡、符合性評鑑機構及認證體系

之技術能力及其他雙方具共同利益之領域。

## 第二條

### 範圍

雙方之合作將透過下列方式進行：

1. 於雙方同意之技術合作計畫下以研習、分享經驗、提供諮詢及訓練專家之型態交流人員；
2. 於雙方職權範圍內，提供對雙方貨品貿易產生影響之法規要求之重大改變資訊；
3. 於標準化、實驗室、度量衡、校正及符合性評鑑程序領域，促進並發展雙方符合性評鑑機構或科學研究機構之直接合作關係；及
4. 舉辦關於品質基礎建設發展之活動，以增強符合性評鑑機構之能力及競爭力。

## 第三條

### 技術合作計畫

1. 雙方同意於下列方面合作：
  - (1) 各類標準化活動，包含資訊交換及標準制定；
  - (2) 測試及校正實驗室、量測及法定度量衡、產品及管理系統驗證、認證等良好作業的技術人員訓練；
  - (3) 就發展消費性產品法規架構提供諮詢；及



- (4) 提供出口產品的檢驗或技術服務。
2. RQID 之技術合作需求，應透過雙方指定之聯絡點向 BSMI 提出。技術合作計畫應於事先經雙方協調並同意。
  3. 本瞭解備忘錄下之合作活動須取決於可用經費、人員及資源。任一方無依據本瞭解備忘錄提供經費之義務。任何經費安排皆應按相關法規以個案方式協商。
  4. 雙方應檢討依據本條實施之技術合作計畫，以確定所提出的需求已獲得適切的處理。

#### 第四條

##### 相關執行機構

為執行第三條所規定之技術合作計畫，雙方得依特定感興趣之領域，協調相關專業機關或機構之參與或資源。這些專業機關或機構得包含，但不僅限於，臺灣方之全國認證基金會及工業技術研究院量測技術與發展中心，史瓦濟蘭方之商務、工業暨貿易部度量衡部門及史瓦濟蘭標準局。

#### 第五條

##### 保密

雙方應確保本瞭解備忘錄架構下所獲取文件及資訊之機密性。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。

## 第六條

### 不可抗力

1. 任一方若因不可抗力因素造成任何延遲或未能履行本瞭解備忘錄，該方不構成違約或須負擔任何另一方所提之損害賠償。
2. 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。

## 第七條

### 爭端解決

雙方同意應以最大努力解決彼此就本瞭解備忘錄所產生或與本瞭解備忘錄有關之爭端或歧見，並相互友善地討論和協商；該等協商應本於誠信。

## 第八條

### 生效與終止

1. 本瞭解備忘錄自簽署日起生效 2 年，除另行終止外，每 2 年應自動展延。
2. 任一方得至少於 6 個月前以書面通知另一方終止本瞭

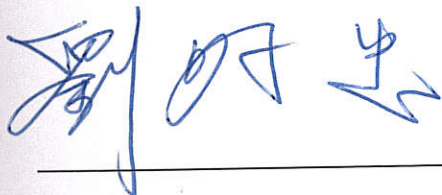


解備忘錄。

3. 本瞭解備忘錄之任何修正及/或修訂應經雙方書面同意。

為此，雙方各經合法授權簽署本瞭解備忘錄，以昭信守。  
本瞭解備忘錄於貳零壹柒年壹月拾玖日在史瓦濟蘭王國  
墨巴本簽署，並以中文及英文各繕二份，兩種文本同一  
作準。

中華民國  
經濟部標準檢驗局

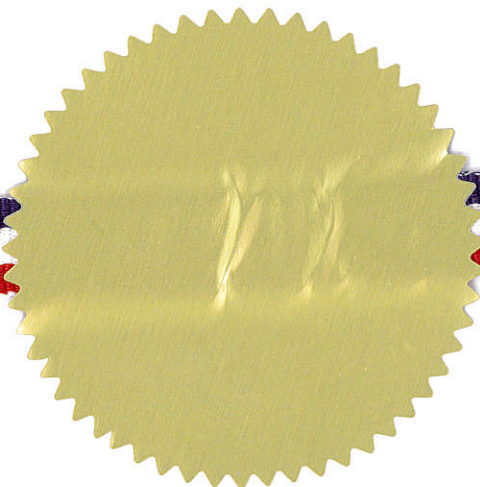


劉明忠 博士  
局長

史瓦濟蘭王國  
商務、工業暨貿易部法規暨  
品質基礎建設研發處



Siboniso Nkambule  
代理政務次長



**Memorandum of Understanding**  
**on Technical Cooperation**  
**between**  
**The Bureau of Standards, Metrology and Inspection,**  
**Ministry of Economic Affairs,**  
**Republic of China (Taiwan)**  
**and**  
**The Regulatory and Quality Infrastructure**  
**Development Department, Ministry of Commerce,**  
**Industry and Trade, Kingdom of Swaziland**

In recognition of good relations existing between the Republic of China (Taiwan) and Kingdom of Swaziland (Swaziland) and of the mutual desire to develop closer relationship, a Memorandum of Understanding (MoU) is reached between the Bureau of Standards, Metrology and Inspection (BSMI), Ministry of Economic Affairs (MOEA), and the Regulatory and Quality Infrastructure Development Department (RQID), Ministry of Commerce, Industry and Trade (MCIT), (hereinafter referred to as “the Parties”) to facilitate transfer of technical knowledge, advice and skills in areas of standardization, metrology and conformity assessment.

Believing that the cooperation will enhance mutual



understanding and facilitate trade in goods between both countries, the Parties have agreed that:

## **ARTICLE 1**

### **PRINCIPLES AND OBJECTIVES**

The Parties will cooperate in a spirit of trust and confidence and to implement this MoU with the principles and objectives of:

1. Eliminating technical barriers to trade and promoting economic relations between Taiwan and Swaziland; and
2. Developing cooperation in the fields of capacity building of quality infrastructure related to industrial products, in particular standardization, metrology, technical competence of conformity assessment bodies and accreditation system, as well as areas of mutual interest.

## **ARTICLE 2**

### **SCOPE**

Cooperation between the Parties will be carried on through the following ways:

1. To exchange delegations to study, share experience, conduct consultations and train specialists on mutually agreed technical cooperation programs;



2. To provide information on any significant changes to the regulatory requirements under the jurisdictions of the Parties that would create impact on goods traded between the Parties;
3. To promote and develop direct relationship between conformity assessment bodies or scientific and research institutes of both Parties in the fields of standardization, laboratories, metrology, calibration, and conformity assessment procedures; and
4. To organize activities concerning the development of quality infrastructure to enhance the capability and competitiveness of conformity assessment bodies.

### **ARTICLE 3**

#### **TECHNICAL COOPERATION PROGRAMS**

1. The Parties agree to cooperate in the following aspects:
  - (1) Various standardization activities, including information exchange and standards development;
  - (2) Training of technical personnel on the good practices of testing and calibration laboratories, measurement and legal metrology, product and management systems certification, accreditation, etc.;
  - (3) Consultations on developing regulatory framework for consumer products; and

- (4) Provision of inspection or technical services for products to be exported.
2. Needs identified by RQID for technical cooperation shall be communicated to the BSMI through contact points designated by each Party. The technical cooperation programs shall be coordinated in advance and agreed upon by both Parties.
  3. Cooperation activities under this MoU shall be subject to and dependent upon the availability of appropriate funds, personnel and resources. Neither Party is obliged to provide funds pursuant to this MoU. Any financial arrangements shall be negotiated on a case by case basis, as permitted by relevant laws and regulations.
  4. The technical cooperation programs delivered under this Article shall be reviewed to determine whether the identified needs are addressed satisfactorily.

#### **ARTICLE 4**

##### **RELEVANT IMPLEMENTING ORGANIZATIONS**

With a view to implementing technical cooperation programs mentioned in Article 3, the Parties may coordinate participation or resources from relevant expert agencies or organizations depending on the specific area of interest. Such expert agencies or organizations may include,



but are not limited to, the Taiwan Accreditation Foundation (TAF), Center for Measurement Standards of Industrial Technology Research Institute (CMS/ITRI) on Taiwan side, and Weights and Measures Section under the MCIT and Swaziland Standards Authority (SWASA) on Swaziland side.

## **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**

### **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 7**

### **DISPUTE RESOLUTION**

The Parties agree that they shall use their best endeavor to settle any dispute or difference of opinion between them, arising from or connected with this MoU, amicably through mutual discussions and negotiations. Such negotiations shall be conducted in good faith.

## **ARTICLE 8**

### **VALIDITY AND TERMINATION**

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

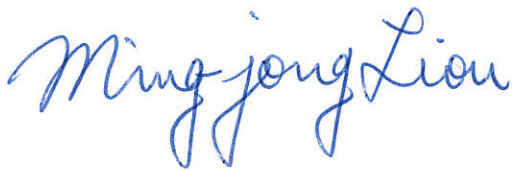


IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed this Memorandum of Understanding.

Done in duplicate at Mbabane, Swaziland, this 19th day of January, two thousand seventeenth, in the Chinese and English languages, both texts being equally authentic.

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

For the Regulatory and  
Quality Infrastructure  
Development Department,  
Ministry of Commerce,  
Industry and Trade,  
Kingdom of Swaziland



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Dr. Ming-Jong Liou  
Director General



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Siboniso Nkambule  
Acting Principal Secretary