



**Memorandum of Understanding
between
Bureau of Standards, Metrology and Inspection and
ASTM International**

The Bureau Of Standards, Metrology And Inspection, with a primary business location of No. 4, Sec 1, Jinan Road, Taipei City 100, Taiwan (“**BSMI**”) and ASTM International (“**ASTM**”) desire to strengthen the relationship between them in order to enhance their support for the needs of the people of Taiwan, continue growth of the economy of Taiwan (“**Territory**”), and aid in the development of Taiwan standards for health, safety, and the environment, and enter into this Memorandum of Understanding (“**MoU**”).

WHEREAS BSMI and ASTM encourage inclusiveness and cooperation, and wish to avoid technical duplication wherever and whenever possible;

NOW THEREFORE, BSMI and ASTM establish this MoU with the following goals:

1. Promote communication between the two (2) organizations;
2. Avoid duplication of work efforts where possible;
3. Promote knowledge of the standards development activities of each organization;
4. Utilize the resources of ASTM to strengthen BSMI ’s standards system;
5. Promote greater input from the BSMI and content into ASTM Standards through greater Taiwanese participation in the ASTM Standards development process; and
6. Promote the BSMI ’s acceptance and use of ASTM Standards.

For clarity purposes, ASTM Standards shall be defined as follows:

“**ASTM Standards**” as used in ASTM International, means a document that has been developed and established within the consensus principles of the ASTM society and that meets the approval requirements of ASTM procedures and regulations.

Below are the primary contacts for all communication related to this MoU:

ASTM Contact:		BSMI Contact*:	
Name	<u>Emmanuel Escoto G.</u>	Name	<u>Chou, Hsin-Ying</u>
Title	<u>Manager, Global Cooperation</u>	Title	<u>Technical Specialist, Standards Division</u>
Email	<u>eescoto@astm.org</u>	Email	<u>singing.chou@bsmi.gov.tw</u>
Phone	<u>1.610.832.9809</u>	Phone	<u>+886-2-3343-5113</u>

**On an annual basis, BSMI will send to ASTM, the updated contact information for the BSMI Contact.*

Article A

ASTM agrees to the following:

1. To provide annually the full collection of ASTM Standards in electronic format to BSMI at no charge. ASTM publications are copyrighted. The designated BSMI staff person, responsible for accessing ASTM content on behalf of BSMI and its stakeholders, shall not share access, nor the password, to the subscription;
2. To jointly sponsor ASTM/BSMI industry standards and training programs;
3. To provide participating membership to any representatives of Taiwan in all relevant ASTM technical committees at no charge to include benefits accorded to ASTM members including:
 - a. Participation in any of ASTM's technical committees;
 - b. Access to the network of other participants in industries of interest to BSMI through electronic "Members Only" pages (for those committees that BSMI individuals join);
 - c. Information on all ASTM Standards actions;
 - d. Access to and input in the development of draft standards through official voting;
 - e. Greater access to current information affecting specific industries by attendance at standards development meetings, symposia, and workshops;
 - f. Involvement in planning and conducting meetings, including electronic venues;
 - g. Annual subscription (both virtual and physical) to ASTM's bi-monthly magazine *Standardization News*; and
 - h. Reduced symposia/workshop registration fees.

Article B

BSMI agrees to the following:

1. To provide all users at the BSMI with access to information about current ASTM Standards through an electronic link to ASTM's web site (www.astm.org) using ASTM's logo on the first page of the website;
2. BSMI Contact will be required to accept the ASTM license agreement terms and conditions that are presented to BSMI users when signing into ASTM's Compass platform to access the ASTM Standards;
3. To identify and link specific Taiwanese industry leaders/stakeholders/technical experts with ASTM technical committees and help promote direct active participation therein (participation can be accomplished through internet access) through review of and comment on ASTM draft standards to ensure that the standards meet the needs of Taiwanese industry;
4. To seek and recruit partners for the delivery and implementation of related ASTM initiatives (e.g. Interlaboratory Cross-Check (quality control) Programs, Technical and Professional Training Programs);

5. To promote the relevance of ASTM Standards, where appropriate to Taiwan's regulatory needs and incorporate ASTM Standards by reference, where possible; and
6. To send an annual report to ASTM on its involvement in ASTM standardization activities. Submission of the required annual report ensures continued access to the ASTM Standards in electronic format.

Article C

BSMI and ASTM agree that BSMI will utilize ASTM Standards where possible in BSMI's national standards, with suitable recognition given to ASTM's copyright, and that BSMI will adopt ASTM Standards, where possible, as the basis of BSMI's national standards, as permitted below.

In consideration for the promises and agreements set forth in this MoU, ASTM grants BSMI the limited, non-exclusive and royalty-free license to adopt and designate ASTM Standards as BSMI's national standards under the following terms and conditions:

1. Translations

BSMI shall translate ASTM Standards, without change, and then adopt the translations as standards within BSMI's Territory as follows:

- a. BSMI shall provide ASTM with written notice to the ASTM Contact above prior to any such adoption, indicating by ASTM designation, the specific ASTM Standard(s) it wishes to translate and adopt;
- b. BSMI acknowledges and agrees that all copyrights and other rights (including BSMI Translations) in the ASTM Standards (and any future revisions) are the sole property of ASTM and subject to applicable U.S. and International copyright laws;
- c. BSMI shall publish its translations (derivative works) and subsequent adoptions of ASTM Standards ("**BSMI Translations**") without, as much as possible, change to the original and agrees to maintain the integrity of ASTM Standards;
- d. BSMI agrees not to assign or transfer any rights it may have in the BSMI Translations, and agrees not to submit or provide ASTM Standards or BSMI Translations to any other standards body(s) or organizations (whether national, international, or other) for use, review or approval, without the prior written consent of ASTM's President;
- e. BSMI agrees to place ASTM's translation caveat (listed below) on any ASTM Standard it translates and shall provide ASTM with electronic files of the BSMI Translations;
- f. The following statement will appear on the cover and first page of each published BSMI Translation of an ASTM standard: "This Translation is based on ASTM Standard XXXX-XX, Title, Copyright ASTM International, 100 Barr Harbor Drive, West Conshohocken, PA 19428, USA. Translated and reprinted pursuant to license agreement with ASTM International.";
- g. BSMI shall provide electronic files of any BSMI Translations. ASTM shall own and register the copyright to the BSMI Translations and may use, sell, distribute, publish or sublicense BSMI Translations of ASTM Standards; and
- h. BSMI may adopt and place its logo on the BSMI Translations, and sell, distribute, publish, reproduce, copy and sub-license the BSMI Translations, without payment of any royalty to ASTM. That is, subject to *d* above, BSMI has full exploitation rights to the BSMI Translations.

2. Non-Identical Adoptions

- a. Any changes required by BSMI for its national Adoption of specific ASTM Standards (changes, additions, or alterations) shall be listed by BSMI as BSMI's Exceptions to the ASTM Standard (as set forth in this MoU) on a separate cover or back page;
- b. The copyright for the BSMI Exceptions shall not be owned by ASTM. All copyright in and to the ASTM Standards included in documentation where BSMI Exceptions exist, are owned by ASTM.
- c. ASTM Attribution. The following statement shall appear on the cover and first page of each published BSMI Exception of an ASTM Standard: "This BSMI National standard is based on ASTM Standard XXXX-XX, Title, Copyright ASTM International, 100 Barr Harbor Drive, West Conshohocken, PA 19428, USA, pursuant to license with ASTM International."; and


- d. BSMI agrees not to submit or provide BSMI Exceptions to any other standards body(s) or organizations – whether national, international, or other – for use, review or approval, without the prior written consent of ASTM’s President.

Article D

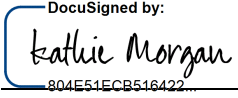
- 1. This MoU shall remain in effect until such time as one or the other party requests its termination, normally giving six (6) months written notice in order to hold discussions about termination and as a courtesy;
- 2. Once this Agreement is terminated, for whatever reason, BSMI will immediately cease any ongoing adoptions of ASTM Standards, but may continue to use those already adopted; and
- 3. This MoU shall be signed in two (2) copies for both parties and becomes effective on the date it gets signed.

IN WITNESS WHEREOF, the parties hereto have executed this MoU as of the last date of signature below.

BSMI

Signature: 
C118266F0750480...
Name: Yi-Ling Chen
Title: Director General
Date: 11/30/2023

ASTM

Signature: 
804E51ECB516422...
Name: Katharine Morgan
Title: President
Date: 12/1/2023