

臺灣標準檢驗局與越南標準品質總局 標準化、度量衡及符合性評估領域合作瞭解備忘錄

臺灣標準檢驗局及越南標準品質總局（以下簡稱為「雙方」），

為排除臺灣與越南之間之貿易障礙，並提昇雙方經濟關係之目標；

重申臺灣與越南遵守國際組織所採用有關標準化、度量衡及符合性評估之原則與規範之承諾；

為發展在標準制定、度量衡及符合性評估領域之合作；

基於雙方共同之經濟利益，就下列事項達成協議：

1. 雙方應合作並共同履行基於附加協定、會議紀錄及計畫在標準化、度量衡及符合性評估領域之下列活動：

- (1) 調和國家標準與國際標準，以促進技術、科學與經濟合作。
- (2) 建立並發展雙方科技研究機構有關標準化、度量衡及符合性評估之直接合作關係。
- (3) 在適當之期間內，提供有關驗證程序之重大改變以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。

2. 雙方同意就下列事項進行交流：

- (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、規範及與法規、符合性評估程序有關之資訊；
 - (2) 與驗證、實驗室認證及驗證機構有關之一般資訊及刊物；以及
 - (3) 有關標準化、度量衡及符合性評估領域之訓練計畫及提高專家素質之資訊及教材。
3. 有關標準化、度量衡及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，進行諮詢及訓練專家，應依本備忘錄第 7 點規定，另行訂定辦法及議定書履行之。
 4. 專家交流期間之國際旅費、當地交通及膳宿費用規定於本備忘錄之附件 1。
 5. 雙方應確保在本備忘錄架構下取得之文件及資訊之保密性；除非獲得提供資訊一方書面同意，否則不得將該資訊提供予第三方。
 6. 雙方同意在國際暨區域組織架構下，致力於促進團結鞏固雙方之立場，並增進各自在標準化、度量衡及符合性評估領域之國際活動之角色。
 7. 雙方得協商並訂定其他議定書或換文，以履行本備忘錄之條款。
 8. 根據本備忘錄舉辦各項活動之費用應由雙方依個案方式共同安排。
 9. 任何因本備忘錄之解釋或履行之爭議應由協商談判解決。

本備忘錄得經由雙方書面議定書或換文修正之。

10. 本備忘錄取代臺灣商品檢驗局與越南標準品質總局於 1995 年 6 月 19 日所簽署之備忘錄。

本備忘錄自雙方簽署日起生效，有效期限兩年，每兩年自動續延。

任一方得在六個月前書面通知另一方終止本備忘錄。

11. 本備忘錄 2005 年 9 月 8 日在河內簽署，以中文、越南文及英文各繕兩份，所有約本同一作準。

中文及越文版遇解釋歧異時，以英文本為準。

立約人：
臺灣標準檢驗局

林能中
局長

立約人：
越南標準品質總局

Dr. Ngo Quy Viet
局長

附件一

1. 提供訓練之一方，依本備忘錄第 3 點之規定，應負擔學員當地交通費用；至於學員之國際旅費及膳宿費用，則由（學員）派遣國給付。
2. 提供諮詢及訓練之專家之國際旅費、當地之交通及膳宿費用，依本備忘錄第 3 點之規定，應由邀請國給付。
3. 有關專家與學員交流之特定細節應另行訂定辦法及議定書規定之。

MEMORANDUM OF UNDERSTANDING

ON COOPERATION IN THE FIELD OF

**STANDARDIZATION, METROLOGY AND CONFORMITY
ASSESSMENT**

BETWEEN

**THE BUREAU OF STANDARDS, METROLOGY AND INSPECTION,
TAIWAN**

AND

**THE DIRECTORATE FOR STANDARDS AND QUALITY,
VIETNAM**

The Bureau of Standards, Metrology and Inspection, Taiwan and the Directorate for Standards and Quality, Vietnam and (hereinafter referred to as “the Parties”),

- With the aim of eliminating technical barriers to trade and promoting economic relations between Taiwan and Vietnam;
- Reaffirming their commitment to the principles and norms adopted by international organizations for standardization, metrology and conformity assessment;
- Desiring to develop cooperation in the field of standardization, metrology and conformity assessment;
- Being guided by their mutual economic interests;

have agreed as follows:

1. The Parties shall cooperate and perform joint activities in the field of standardization, metrology and conformity assessment on the basis of additional agreements, the minutes and programs as the following:

(1) Harmonizing national standards with international standards in order to promote technical, scientific and economic cooperation.

(2) Establishing and developing direct relationships between the scientific and research institutes of both Parties regarding standardization, metrology and conformity assessment.

(3) Providing information within a reasonable amount of time on any significant changes occurring in certification procedures and on the trends of national standardization and related regulations.

(4) Conducting activities on the mutual recognition of the results of conformity assessment procedures.

2. The Parties shall exchange the following:

(1) Normative documents, information and periodicals published by the respective national standardization bodies; catalogues of national standards, separate national standards, norms and information on regulations and conformity assessment procedures;

(2) General information and publications on certification, accreditation of testing laboratories and certification bodies; and

(3) Information and materials regarding the training programs and the upgrading of specialists qualifications in the field of standardization, metrology and conformity assessment.

3. The exchange of delegations of specialists and trainers to study, share experience and conduct consultations, training of specialists in the field of standardization, metrology and conformity assessment shall be carried out according to the separate arrangements and protocols, according to Item 7 of this Memorandum of Understanding (MoU).

4. The costs of international travel, local transportation and subsistence during exchange of specialists are described in Annex 1, attached to this MoU.

5. The Parties shall insure 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.
6. The Parties agree to work within the framework of international and regional organizations to promote the solidarity, consolidation of their positions and increase their roles regarding international activities in the field of standardization, metrology and conformity assessment.
7. For realizing the provisions of this MoU, the Parties may negotiate and conclude additional protocols or exchange of notes.
8. Financing of the various activities initiated under this MoU shall be mutually arranged on a case-by-case basis.
9. Any disputes arising from the interpretation or fulfillment of this MoU shall be settled by negotiations.

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

10. This MoU replaces the MoU between the Bureau of Commodity Inspection and Quarantine, Taiwan and the Directorate for Standards and Quality, Vietnam signed on June 19, 1995.

This MoU shall be valid for a period of two years from the signing date and shall be automatically extended every two years.

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

11. This MoU is done in Hanoi on 2005 in duplicate in the Vietnamese, Chinese and English languages; all texts being equally authentic. In case of divergent interpretation of Vietnamese and Chinese texts, the English version shall prevail.

**FOR THE BUREAU OF STANDARDS,
METROLOGY AND INSPECTION
OF TAIWAN**

**FOR THE DIRECTORATE
FOR STANDARDS AND QUALITY
OF VIETNAM**

**Mr. Neng-Jong Lin
Director General**

**Dr. Ngo Quy Viet
Director General**

Annex 1

1. The costs for local transportation of trainees, as described in Item 3 of this MoU, shall be covered by the Party providing the training; the costs for the international travel and subsistence of the trainees shall be covered by the sending Party.
2. The expenses for international travel, local transportation and subsistence for experts providing consultation and training, as described in Item 3 of this MoU, shall 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.