# 中華民國標準檢驗局與斯洛伐克共和國標準、度量衡暨測試局 合作瞭解備忘錄(中譯本)

#### 前言

經濟部標準檢驗局,主要辦公處所位於中華民國臺北市濟南路一段四號,與斯洛伐克共和國標準、度量衡暨測試局,主要辦公處所位於斯洛伐克Stefanovicova 3, Bratislava, Slovak Republic (以下統稱雙方)有意願就雙方現有各領域之業務進行合作,以促進兩國間之商品貿易,爰簽署本合作瞭解備忘錄。

## 第一條(合作範圍)

為達到前言所述目的,雙方同意就下列領域進行合作:

- 1. 標準化
- 2. 訓練
- 3. 資訊交換
- 4. 為達成前言所述目的之其他領域,如產品測試及驗證。

## 第二條 (進一步合作)

雙方應就第一條第四款各個領域之合作活動細節簽署個別之瞭解備忘錄。

# 第三條(資訊交換)

雙方同意定期交換下列資訊,以英文版優先:

- 1. 標準化領域相關之標準、期刊及刊物;
- 2. 訓練課程或研討會之教材;
- 3. 工業產品之技術性法規;
- 4. 產品驗證計畫與市場監督;及
- 5. 其他有關符合性評鑑者。

# 第四條(信心建立及專家交流)

雙方同意進行提升對彼此技術基礎架構信心所需之工作,如技術專家之交流,於可能領域中,以朝向發展相互承認協議而努力。相互承認協議之談判,允宜考量斯國身為歐盟成員之義務。雙方同意經特別安排以就第一條所述之領域進行專家交流。

### 第五條 (參與國際/區域組織)

雙方同意在國際暨區域組織架構下,致力於促進鞏固雙方之立場,並增進各自在標準化及符合性評鑑領域國際活動之角色。

### 第六條 (機密性)

雙方應確保本瞭解備忘錄架構下所獲取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。

## 第七條 (爭議)

任何因本瞭解備忘錄之解釋及履行所產生之爭議,應由雙方透過協商解決。

### 第八條 (效期及修正)

本瞭解備忘錄於最後簽署日之次月底生效,並得隨時經雙方書面同意後修正之,本瞭解備忘錄效期二年,除非任一方事先於六個月前以書面通知另一方終止。本瞭解備忘錄將於二年到期後自動延長效期,除非收到其中一方於九十天前提出異議之通知。

為此,雙方代表經由合法授權,爰於下列日期於本瞭解備忘錄簽字,以昭信守。本瞭解備忘錄以英文繕製二份。

中華民國 標準檢驗局	斯洛伐克共和國 標準、度量衡暨測試局
陳介山	 Ing. Lucia Gocnikova
局長	局長
S 5	 0 0 0 0 0
日期:	日期:

# MEMORANDUM OF UNDERSTANDING FOR COOPERATION

#### BETWEEN

# THE BUREAU OF STANDARDS, METROLOGY AND INSPECTION, REPUBLIC OF CHINA (TAIWAN)

#### **AND**

# THE SLOVAK OFFICE OF STANDARDS, METROLOGY AND TESTING, SLOVAK REPUBLIC

#### Preamble

The Bureau of Standards, Metrology and Inspection under the Ministry of Economic Affairs, having its principal place of business at 4 Chinan Road, Section 1, Taipei 100, Republic of China (Taiwan) and the Slovak Office of Standards, Metrology and Testing, having its principal premises at Stefanovicova 3, Bratislava, Slovak Republic (hereinafter jointly referred to as "the Parties") hereby enter into this Memorandum of Understanding for Cooperation in pursuance of their desire to cooperate in the various fields of activities which the Parties are active, in order to achieve the goal of facilitating trade of goods between the two countries.

# **Article 1 (Scope of Cooperation)**

To achieve the purpose stipulated in the Preamble, the Parties agree to cooperate in the following fields:

- 1. Standardization
- 2. Training
- 3. Information exchange
- 4. Other areas as needed to achieve the purpose stipulated in the Preamble, such as testing and certification of products.

# **Article 2 (Further Cooperation)**

The Parties shall conclude separate Memorandum of Understanding concerning the specific details of their cooperative activities in the fields stipulated in Article 1.4.

### **Article 3 (Exchange of Information)**

The Parties agree to the regular exchange of the following information, preferably in English:

- 1. Standards, journals, publications related to standardization;
- 2. Materials of training courses or seminars;
- 3. Technical regulations for industrial products;
- 4. Product certification programs and market surveillance; and
- 5. Other documents regarding conformity assessment.

# Article 4 (Confidence Building and Exchange of Experts)

The Parties agree to undertake work aimed at enhancing mutual confidence in each other's technical infrastructure, such as the exchange of technical experts, so as to work towards the development of mutual recognition arrangements in potential areas. Negotiations on mutual recognition arrangements will take fully into account the Slovak obligations as the EU Member State. The exchange of experts in areas mentioned in Article 1 shall be mutually agreed by special arrangements between the Parties.

# Article 5 (Participation in International/Regional Organizations)

The Parties agree to work within the framework of international and regional organizations to promote their consolidated positions and increase their roles regarding international activities in the fields of standardization and conformity assessment.

# Article 6 (Confidentiality)

The Parties shall ensure confidentiality concerning documents and information received within the framework of this Memorandum of Understanding. This information can only be transferred to a third Party after gaining the written consent of the Party that provided the information.

# **Article 7 (Disputes)**

Any disputes arising from the interpretation or fulfillment of this Memorandum of Understanding shall be settled by negotiations.

## **Article 8 (Terms and Revisions)**

This Memorandum of Understanding shall come into effect on the last day of the month following the date of the last signature and may be amended at any time by written consent of the Parties and shall remain valid for a period of two years, unless either Party submits a written notification to the other Party of its termination at least six months in advance. This Memorandum of Understanding shall be automatically renewed at the end of the two-year term, unless prior notification has been received ninety days in advance, by one of the Parties stating differently.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed this Memorandum of Understanding in the English language in duplicate, on the date denoted below.

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

For the Slovak Office of Standards, Metrology and Testing Slovak Republic

Dr. Jay-San Chen
Director General

Date: December 29, 2011

Ing. Lycia Gocníková

President

Date: 25.1.2012