

中華民國（台灣）標準檢驗局與奧地利標準中心 合作總協定

前言

經濟部標準檢驗局，主要辦公處所位於中華民國台灣台北市濟南路一段四號，與奧地利標準中心，主要辦公處所位於Heinestraße 38, 1020 Wien, Austria，（以下簡稱雙方）有意願就雙方現有各領域之業務進行合作，以促進兩國間的商品貿易，爰簽署本一般性合作協議。

第一條（合作範圍）

為達到前言所述的目的，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的其他領域，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項各個領域之合作活動細節簽署個別之備忘錄。

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. 標準化領域相關的標準、期刊及刊物；
2. 訓練課程之教材；
3. 工業產品的技術性法規；
4. 產品驗證計畫與市場監督；以及
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的工作，如技術專家的交流，以朝向在可能的領域發展相互承認協議而努力。雙方同意依雙方特別的安排進行第一條所述之專家交流。

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）

雙方應確保本協議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的書面同意下方能轉送第三者。

第七條（爭議）

任何因本協議之解釋及履行所產生的爭議應由雙方透過協商解決。

第八條（效期及修訂）

本協議得於任何時間經雙方書面同意後修訂，效期為兩年，除非任何一方事先於六個月前以書面通知另一方終止協議。本協議將於兩年到期後自動續約，除非收到其中一方於九十天前提出異議之通知。

以下簽署人經由適當授權，於下列所述日期簽署本英文版協議二份。



Österreichisches
Normungsinstitut
Austrian Standards
Institute
Member of CEN and ISO
www.on-norm.at

代表中華民國（台灣）經濟部標準檢驗局

代表奧地利標準中心

陳介山
局長

Ing. Dr. Gerhard Hartmann
執行長

日期

日期

GENERAL AGREEMENT FOR COOPERATION

BETWEEN

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

AND

THE AUSTRIAN STANDARDS INSTITUTE, AUSTRIA

Preamble

The Bureau of Standards, Metrology and Inspection under the Ministry of Economic Affairs, having its principle place of business at 4 Chinan Road, Section 1, Taipei 100, Republic of China (Taiwan) and the Austrian Standards Institute, having its principle place of business at Heinestraße 38, 1020 Wien, Austria (hereinafter referred to as “the Parties”) hereby enter into this General Agreement for Cooperation in pursuance of their desire to cooperate in the various fields of activities which both 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 Memoranda 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 on potential areas. 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 Agreement. 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 Agreement shall be settled by negotiations.

Article 8 (Terms and Revisions)

This Agreement may be amended at any time by written consent of both 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 Agreement 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, have signed this Agreement in English in duplicate, on the date denoted below.



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

For the Austrian Standards Institute,
Austria

Jay-San Chen

Dr. Jay-San Chen
Director General

Gerhard Hartmann

Ing. Dr. Gerhard Hartmann
Director

June 2, 2008

(Date)

17. Juni 2008

(Date)

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