

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TAIPEI ECONOMIC AND TRADE OFFICE, JAKARTA,
INDONESIA
AND
THE INDONESIAN ECONOMIC AND TRADE OFFICE TO
TAIPEI
ON STANDARDIZATION AND CONFORMITY ASSESSMENT
COOPERATION

The Taipei Economic and Trade Office, Jakarta, Indonesia and the Indonesian Economic and Trade Office to Taipei, (hereinafter referred to individually as a "Party" and collectively as the "Parties").

CONSIDERING their common interest to promote and foster technical cooperation in spirit of equality and mutual benefit;

RECOGNIZING the need for technical cooperation which will enhance the economic cooperation through trade facilitation between the Parties;

PURSUANT to the prevailing laws and regulations in their respective Parties;

HAVING REACHED the following understanding:

ARTICLE 1
PRINCIPLES AND OBJECTIVES

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

1. Enhancing the economic cooperation through the promotion of trade facilitation in the area of standardization and conformity assessment;
and

2. Developing cooperation in the fields of standardization, conformity assessment, as well as other areas of mutual interest.

ARTICLE 2

SCOPE

In accordance with each Party's respective domestic laws, regulations and international obligations, the scope of this MoU is in the area of standardization and conformity assessment.

ARTICLE 3

TECHNICAL COOPERATION PROGRAMS

1. The Parties agree to cooperate in the following aspects:
 - (a) exchange information on the existing national standards for goods; and
 - (b) exchange information about technical regulation and conformity assessment procedures.
2. The Parties agree to identify the needs for technical cooperation respectively. Such identified needs shall be communicated to the other Party through contact points identified by each Party. The technical cooperation programs shall be coordinated in advance and agreed upon by the Parties.
3. The technical cooperation programs delivered under this Article shall be reviewed to determine whether the identified needs are addressed satisfactorily on regular basis.

ARTICLE 4

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 5
INTELLECTUAL PROPERTY RIGHTS (IPR)

1. The Parties agree that any IPR resulting from any activities carried out by Parties pursuant to this MoU shall be protected in conformity with their respective domestic laws and regulations. The Parties shall consult each other on IPR issue that may arise in connection with those aforementioned activities.
2. In case specific activities, programs or projects results in intellectual property, the Parties shall conclude separate arrangements in accordance with their respective laws and regulations.

ARTICLE 6
LIMITATION OF PERSONNEL ACTIVITIES

Any person engaged in activities related to this MoU shall respect political independence, sovereignty, and territorial of the host country, and shall avoid any activities inconsistent with the purpose and objectives of this MoU.

ARTICLE 7
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 8
SETTLEMENT OF DISPUTE

The Parties agree that they shall use their best endeavor to settle any dispute or difference of opinion between them, arising from the

interpretation or implementation of this MoU, amicably through mutual discussions and consultations. Such consultations shall be conducted in good faith.

ARTICLE 9 IMPLEMENTATION

1. For further implementing the provisions of this MoU, the Parties may negotiate and conclude additional action plans.
2. Implementation of 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 their respective laws and regulations.

ARTICLE 10 ENTRY INTO FORCE AND TERMINATION

1. This MoU shall enter into force on the date of its signing and remain in force for the period of four years and automatically extended for a subsequent period of four years, unless either Party notifies in writing of its intention to terminate this MoU, six months prior to its termination.
2. Any amendment and/or revision to this MoU can only be made after mutually agreed upon by the Parties in writing. Such amendment and/or revision shall form an integral part of this MoU.
3. The termination of this MoU shall not affect the validity and duration of any on-going activities made under this MoU until the completion of such activities, unless the Parties decide otherwise.

ARTICLE 11 IMPLEMENTING AGENCIES

1. Each Party shall identify an implementing agency that is responsible to implement standardization and conformity assessment cooperation to carry out the implementation of this MoU.

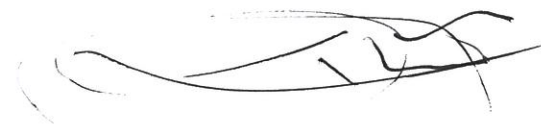
2. The implementing agencies as identified pursuant of paragraph 1 shall hold meetings to monitor the implementation for the above-mentioned scope of cooperation under this MoU.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed this MoU.

Done in duplicate in Taipei on the 3rd day of May, 2024 in the Chinese, Indonesian, and English languages. All texts being equally authentic. In case of any divergence of interpretation of this MoU, the English text shall prevail.

**For the Taipei Economic and
Trade Office, Jakarta, Indonesia**

**For the Indonesian Economic
and Trade Office to Taipei**



**John C. Chen
Representative**



**Iqbal Shoffan Shofwan
Representative**