

IMPLEMENTING AGREEMENT
ON THE OPERATOR SIMULATOR TRAINING DATA COLLECTION
BETWEEN
THE TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE
IN THE UNITED STATES
AND
THE AMERICAN INSTITUTE IN TAIWAN

This Implementing Agreement is made between the Taipei Economic and Cultural Representative Office in the United States (hereinafter referred to as "TECRO") and the American Institute in Taiwan (hereinafter referred to as "AIT"). TECRO's designated representatives under this Implementing Agreement are the Atomic Energy Council of Taiwan (hereinafter referred to as the "AEC") and the Taiwan Power Company (hereinafter referred to as the "TPC"). AIT's designated representative under this Implementing Agreement is the United States Nuclear Regulatory Commission (hereinafter referred to as "NRC");

Considering that TECRO and AIT (hereinafter individually referred to as a "Party" and collectively referred to as "the Parties"):

1. Have a mutual interest in cooperation in the operator simulator training data collection, with the objective of improving operator training and human reliability analysis (hereafter referred to as COLLABORATION);
2. Recognize a need to share the resources and efforts required for the COLLABORATION;
3. Desire to implement the Arrangement Between TECRO and AIT for the Exchange of Technical Information and Cooperation in Nuclear Regulatory and Safety Matters, which was signed on January 8, 2016 (the Arrangement), with a term of five years;

The Parties have AGREED as follows:

ARTICLE I - PROGRAM COLLABORATION

The Parties, through their designated representatives, in accordance with the provisions of this Implementing Agreement and subject to applicable laws and regulations in the respective territories of the authorities they represent, will join together to collaborate on the collection and analysis of operator simulator training data for human performance and human reliability.

ARTICLE II - FORMS OF COLLABORATION

Cooperation between the Parties, through their designated representatives, may take the following forms:

- A. Exchange of information in the form of the input and output data of the NRC's Scenario Authoring, Characterization, and Debriefing Application (SACADA) software, technical support (including training on the use of the computer code), documentation, technical reports, correspondence, emails, phone calls, visits, joint meetings (face-to-face meetings and web meetings), and such other means as the Parties agree.
- B. Execution of joint programs and projects, including those involving a division of activities between the Parties. Each joint program and project will be considered on a case-by-case basis and may be the subject of a separate agreement, if determined to be necessary by the Parties.
- C. Temporary assignment of personnel of one Party or of its contractors to laboratories or facilities owned by the other Party or in which it sponsors research activities related to the COLLABORATION. Each assignment will be considered on a case-by-case basis and will generally require a separate agreement.
- D. Use of the facilities owned by one of the Parties including simulator facilities to implement the COLLABORATION. Use of these facilities may be subject to commercial terms and conditions.
- E. Visits or assignment of personnel, or use of the facilities owned or operated by entities other than the Parties to this Implementing Agreement. The Parties recognize that prior approval by such entities will in general be required regarding terms upon which such visit, assignment, or use should be made.
- F. Any other form agreed between the Parties.

ARTICLE III - SCOPE OF IMPLEMENTING AGREEMENT

- A. Program Objectives:
 - 1. Use the SACADA software to collect the operator simulator data of the TPC's Chinshan, Kuosheng, Maanshan, and Lungmen nuclear power stations to support the operator training programs of the TPC and the listed nuclear power stations and NRC's human reliability analysis (HRA) program.
 - 2. Share experience on SACADA, including, but not limited to, software deficiencies and functional improvements to improve the SACADA data quality, usability and user experience. Cooperate in resolving the deficiencies and functional improvements to support NRC in maintaining a single, internationally recognized version of SACADA software in data taxonomy but in a variety of platform languages.
 - 3. Share data analysis results and experience. These include analyses for improving operator training, informing HRA, and other human performance related objectives.

B. AIT Scope of Responsibility

Subject to the availability of appropriated funds, AIT, through its designated representative, will provide over the duration of this Implementing Agreement the following specified goods and services:

1. Provide the SACADA software licenses, training on the use of SACADA software, user manual and other documents and information to support the use of the SACADA software in TPC, and technical support for having the SACADA system installed and functional in all TPC nuclear power stations (Chinshan, Kuosheng, Maanshan, and Lungmen nuclear power stations).
2. Provide an English version description document of SACADA platform to TPC in advance; then, after receiving the Chinese translation from TPC, NRC will produce a Chinese version of SACADA software for the COLLABORATION.
3. Support TPC to pilot the SACADA system in all of the TPC nuclear power stations. The duration of the pilot study is eighteen months to begin at the completion of the SACADA training provided to TPC by NRC.
4. Maintain the SACADA system functional for the events affecting the SACADA functions such as computer platform updates (from Microsoft Windows 7) performed by the platform vendor (Microsoft) and the identified software bugs, etc.
5. Improve the SACADA software data reporting capabilities specified by TPC.
6. All TPC's operator simulator training data, plant specific operating procedures, and other proprietary information obtained from this COLLABORATION and stored in a NRC-sponsored database will be handled as proprietary information to TPC according to applicable laws and regulations. The NRC may use the information provided by TPC pursuant to this Implementing Agreement solely for purposes of the COLLABORATION and for no other purpose without the prior written consent of TPC.
7. The NRC-sponsored SACADA database that hosts TPC's operator simulator data shall not contain information to identify an individual plant, an individual operator, and the remediation and follow-through items in the SACADA taxonomy. However, the generic human performance information such as the operator role (shift manager, shift supervisor, and reactor operator, etc.), experience level (as classified in the SACADA), and other generic human performance information are appropriate to be in the NRC-sponsored SACADA database. The information to be transmitted from TPC to NRC should be agreed on by both TPC and NRC.
8. AIT, through its designated representative, shall not transfer or make accessible any operator simulator training data obtained through this COLLABORATION to another party without the prior written consent of TPC under this Implementing Agreement.

9. AIT, through its designated representative, shall not reveal the identities of the plant and crew in any reports, documents, presentations, or other communication means related to this COLLABORATION. Instead, generic descriptions shall be used for identification in this study (e.g., Westinghouse pressurized-water reactor, Crew 1, and SRO 1).
10. AIT, through its designated representative, will decide the direction, determinations, and decisions regarding the studies with data from multiple SACADA data providers including TPC data from the COLLABORATION. AIT, through its designated representative, will solicit the review and comments of TPC and AEC in developing the study proposals and the final reports and papers of these studies.
11. AIT, through its designated representative, will grant permission for personnel sponsored by AEC and TPC under this Implementing Agreement to participate in technical program review and technical workshops and meetings except for those meetings concerned with administrative and fiscal matters.

C. TECRO Scope of Responsibility

Upon receiving the goods and services of AIT's designated representative, TECRO, through its designated representatives, will be responsible over the duration of this Implementing Agreement for the following specified items:

1. Provide computer equipment (personal computer with Windows 7 operating system) connected to network to install the SACADA software for each participating nuclear power station.
2. Translate the SACADA platform language into Chinese for the NRC to develop a Chinese version of SACADA software.
3. Pilot the use of the SACADA system to collect the operator simulator training data in all TPC's nuclear power stations for eighteen months. The time of the pilot study starts at the completion of the NRC-delivered training to the TPC on the use of the SACADA software. Within 30 days after the completion of the pilot study, the TPC shall let NRC know whether TPC will continue to use the SACADA system for the TPC's operator simulator training.
4. Each TPC nuclear power station shall send a copy of its operator simulator training data collected in the SACADA system to the NRC sponsored SACADA database in a frequency of once per training cycle or as agreed on by TPC and NRC.
5. TECRO, through its designated representatives, will grant permission for personnel sponsored by NRC under this Implementing Agreement to participate in technical program review and technical workshops and meetings except for those meetings concerned with administrative and fiscal matters.

6. TECRO, through its designated representative TPC, shall not transfer the SACADA software to another party not within the scope of this Implementing Agreement.
7. TPC publications in the public domain with use of the SACADA data should solicit the review and comment of the NRC before their publication.
8. TECRO, through its designated representative TPC, shall provide feedback on the SACADA software deficiencies and recommendations for software improvements to the NRC.
9. TECRO, through its designated representative AEC, shall not issue any enforcement action on TPC's operator training programs based on the TPC's operator training data entered into the SACADA system. AEC's evaluation of TPC's operator training program will be based on existing practices. TPC's participation in this COLLABORATION will not affect AEC's evaluation of TPC's operator training program.
10. TECRO, through its designated representative AEC, shall not issue any enforcement action (findings or violations) to TPC for non-willful violations identified in the TPC's data entered into the SACADA system. However, apparent violations identified through analysis of the data will be reported back to TPC for implementation in the TPC corrective action program.
11. After the pilot study (identified in ARTICLE III.C.3), if TPC decides to routinely implement the SACADA system for its operator simulator training, TECRO, through its designated representative AEC, will discuss with TPC the use of the reports generated by the SACADA system for TPC to fulfill its regulatory requirements agreed to by AEC and TPC.
12. TECRO, through its designated representatives, shall provide feedback on the collaborative experience to the NRC prior to the termination of the Implementing Agreement.

ARTICLE IV - ADMINISTRATION OF THE IMPLEMENTING AGREEMENT

- A. The Parties, through their designated representatives, will coordinate and determine the detailed implementation of this cooperation. The Parties may, at their discretion, delegate this responsibility to the appropriate technical staff of their designated representatives with respect to a given issue.
- B. The Implementing Agreement restricts dissemination of proprietary and other confidential or privileged information.
- C. The Parties, through their designated representatives, will endeavor to select technical personnel for assignment in the program who can contribute positively to the program. Technical personnel assigned to the program will be considered visiting scientists (nonsalaried) within the program and will be expected to participate in the conduct of the

analyses and experiments of the program as mutually agreed.

- D. Each Party to this Implementing Agreement, through its designated representative(s), will have access to all non-proprietary reports written by the other Party's technical personnel assigned to the respective programs that derive from its participation in the Implementing Agreement.
- E. Administrative details concerning questions such as security, indemnity, and liability related to the assignees or trainees will be addressed in personnel assignment Implementing Agreements between the respective Parties.
- F. Travel costs, living expenses, and salaries of visiting technical personnel or personnel participating in program review meetings shall be borne by the Party who incurred them unless specified otherwise.
- G. Subject to the availability of appropriated funds, AIT, through its designated representative, agrees to fund the activities of the staff and contractors of NRC (including travel related costs, if any) under this Implementing Agreement.
- H. Subject to the availability of appropriated funds, TECRO, through its designated representatives, agrees to fund the activities the staff and contractors of TPC and AEC (including travel related cost, if any) under this Implementing Agreement.
- I. Each Party, through its designated representative(s), will be responsible for payment of any costs that it incurs in connection with this Agreement, and neither Party has agreed to pay or reimburse costs incurred by the other party.
- J. After the pilot study indicated in ARTICLE III.B.3 and III.C.3, if TPC decides to continue using the SACADA system in TPC's operator simulator training program and abide by the responsibilities specified in ARTICLE III.C, AIT, through its designated representative, will continue to abide by the responsibilities specified in ARTICLE III.B.

ARTICLE V - EXCHANGE AND USE OF INFORMATION AND INTELLECTUAL PROPERTY

A. General

The Parties support the widest possible dissemination of information provided, created or exchanged under this Implementing Agreement, subject to the requirements of the respective laws, regulations and policies applicable in the territories of the authorities represented by the Parties and the need to protect proprietary and other sensitive or privileged information, and subject to the provisions of the Intellectual Property Addendum, hereby incorporated into this Agreement.

B. Definitions

1. The term "information" means unclassified nuclear energy-related regulatory, safety, safeguards, waste management, scientific, or technical data, including information on results or methods of assessment, research, and any other

knowledge provided, created or exchanged under this Implementing Agreement.

2. The term "proprietary information" means information created or made available under this Implementing Agreement that contains trade secrets or other privileged or sensitive commercial information (such that the person having the information may derive a commercial benefit from it or may have a commercial advantage over those who do not have it), and may only include information which:
 - (a) has been held in confidence by its owner;
 - (b) is of a type which is customarily held in confidence by its owner;
 - (c) has not been transmitted by the owner to other entities (including the receiving Party) except on the basis that it be held in confidence;
 - (d) is not otherwise available to the receiving Party from another source without restriction on its further dissemination;
 - (e) is not already in the possession of the receiving Party; and
 - (f) is otherwise restricted by the provider.
3. The term "other confidential or privileged information" means non-classified information, other than "proprietary information," which has been transmitted and received in confidence under this Implementing Agreement and is protected from public disclosure under the laws, regulations, or policies applicable in the territory of the authorities represented by the Party providing the information, or is otherwise restricted by the provider.

C. Marking Procedures for Documentary Proprietary Information

A Party receiving documentary proprietary information pursuant to this Agreement will, through its designated representative(s), respect the privileged nature of such information, provided that such proprietary information is clearly marked with the following (or substantially similar) restrictive legend:

"This document contains proprietary information furnished in confidence under an Agreement dated _____ between the American Institute in Taiwan and the Taipei Economic and Cultural Representative Office in the United States and will not be disseminated outside these organizations, their designated representatives, consultants, contractors, and licensees, or concerned departments and agencies of the authorities they represent, without the prior written approval of (name of transmitting Party). This notice will be marked on each page of any reproduction hereof, in whole or in part. These limitations will automatically terminate when this proprietary information is disclosed by the owner without restriction."

This restrictive legend shall be respected by the Parties to this Implementing Agreement. Proprietary information bearing this restrictive legend shall not be made public or otherwise disseminated in any manner unspecified or contrary to the terms of this Implementing Agreement without the prior written consent of the transmitting Party.

Proprietary information bearing this restrictive legend shall not be used by the receiving Party or its contractors and consultants for any commercial purposes without the prior written consent of the transmitting Party.

D. Dissemination of Documentary Proprietary Information

1. In general, proprietary information received under this Agreement may be disseminated by the receiving Party without prior consent to persons within or employed by the receiving Party, and to concerned departments and agencies of the authorities represented by the receiving Party, provided
 - (a) such dissemination is made on a case-by-case basis to persons or departments and agencies having a legitimate need for the proprietary information; and
 - (b) such proprietary information shall bear the restrictive legend appearing in Article V.C of this Agreement.
2. Proprietary information received under this Agreement may be disseminated by the receiving Party without prior consent to contractors and consultants of the receiving Party located within the geographical limits of the territory of the authorities represented by that Party, provided
 - (a) that the proprietary information is used by such contractors and consultants only for work within the scope of their contracts with the receiving Party relating to the subject matter of the proprietary information, and shall not be used by such contractors and consultants for any other private commercial purposes; and
 - (b) that such dissemination is made on a case-by-case basis to contractors and consultants having a legitimate need for the proprietary information and who have executed a non-disclosure agreement; and
 - (c) that such proprietary information shall bear the restrictive legend appearing in section C above of this Agreement.
3. With the prior written consent of the Party furnishing proprietary information under this Agreement, the receiving Party may disseminate such proprietary information more widely than otherwise permitted under the terms set forth in this Agreement. The Parties, through their designated representatives, will endeavor to grant such approval to the extent permitted by the respective laws, regulations and policies applicable in the territories of the authorities they represent, provided
 - (a) that the entities receiving proprietary information under Article V of this

Agreement, including domestic organizations permitted or licensed by the receiving Party to construct or operate nuclear production or utilization facilities, or to use nuclear materials and radiation sources, have a legitimate need for the proprietary information and have executed a non-disclosure agreement; and

- (b) that the entities receiving proprietary information under Article V of this Agreement, including domestic organizations permitted or licensed by the receiving Party to construct or operate nuclear production or utilization facilities, shall not use such proprietary information for any private commercial purposes; and
- (c) that those entities receiving proprietary information under Article V of this Agreement that are domestic organizations permitted or licensed by the receiving Party, agree to use the proprietary information only for activities carried out under or within the terms of their specific permit or license.

E. Marking Procedures for Other Confidential or Privileged Information of a Documentary Nature

A Party receiving under this Agreement other confidential or privileged information shall, through its designated representative(s), respect its confidential nature, provided such information is clearly marked so as to indicate its confidential or privileged nature and is accompanied by a statement indicating:

- 1. that the information is protected from public disclosure by the authorities represented by the transmitting Party; and
- 2. that the information is transmitted under the condition that it be maintained in confidence.

F. Dissemination of Other Confidential or Privileged Information of a Documentary Nature

Other confidential or privileged information may be disseminated in the same manner as that set forth in Article V.D (Dissemination of Documentary Proprietary Information).

G. Non-Documentary Proprietary or Other Confidential or Privileged Information

Non-documentary proprietary or other confidential or privileged information provided in seminars and other meetings arranged under this Agreement, or information arising from the attachments of staff, use of facilities, or joint projects shall be treated by the Parties according to the principles specified for documentary information in this Agreement provided however, that the Party communicating such proprietary or other confidential or privileged information has placed the recipient on notice as to the character of the information communicated.

H. Business-Confidential Information

In the event that information identified in a timely fashion as business-confidential is

furnished or created under a written arrangement, each Party, through its designated representative(s), shall protect such information in accordance with applicable laws, regulations, and administrative practices. Information may be identified as business-confidential if a person having the information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, the information is not generally known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential. Without prior written consent, neither of the Parties, through their designated representatives, shall disclose any business-confidential information provided by the other Party except to employees and personnel authorized for the specific project pursuant to Article V.D (Dissemination of Documentary Proprietary Information). All such disclosures shall be for use only within the scope of their contracts or employment with the Parties relating to cooperation under the relevant written arrangement. The Parties shall impose, or shall have imposed, an obligation on those receiving such information to keep it confidential.

I. Consultation

If, for any reason, one of the Parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the non-dissemination provisions of this Agreement, it shall, through its designated representative, immediately inform the other Party. The Parties, through their designated representatives, shall thereafter consult to define an appropriate course of action.

J. Other Considerations

1. Nothing contained in this Implementing Agreement shall preclude a Party from using or disseminating information received without restriction by a Party from sources outside of this Implementing Agreement.
2. The operator simulator training data collection and other related analytical techniques and tools will not be advertised directly or by implication to obtain contracts related to the construction or servicing of nuclear facilities, nor shall advertising imply that a Party has endorsed any particular analyses or techniques.
3. All reports published within the scope of this Implementing Agreement and all meetings held shall be in English.

ARTICLE VI - DISPUTES AND WARRANTY OF INFORMATION

- A. All costs arising from this Implementing Agreement shall be borne by the Party that incurs them, through its designated representative(s), except when specifically agreed to otherwise. It is understood that the ability of the Parties to carry out their obligations is subject to the availability of funds. It is also understood that the terms herein agreed to represent feasible commitments according to the best understanding regarding resources and costs of the Parties at the time of signature.

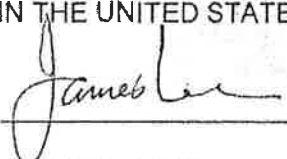
- B. Cooperation under this Implementing Agreement shall be in accordance with the respective laws and regulations applicable in the territories of the authorities represented by the Parties. Any dispute or questions between the Parties concerning the interpretation or application of the Implementing Agreement will be settled by mutual agreement.
- C. Information furnished by one Party to the other under this Implementing Agreement shall be accurate to the best knowledge and belief of the Party supplying the information. However, the application or use of any information exchanged or transferred between the Parties under this Implementing Agreement shall be the responsibility of the Party receiving the information, and the Transmitting Party does not warrant the suitability of the information for any particular use or application.

ARTICLE VII - FINAL PROVISIONS

- A. This Implementing Agreement will enter into force upon signature and shall remain in effect for so long as the Arrangement remains in effect.
- B. The Parties enter into this Implementing Agreement with the understanding that reasonable allowances for normal delays will be made in completing the work. The Parties have the right to utilize information provided under this Implementing Agreement after its termination; however, all information protected by provisions of this Implementing Agreement as proprietary, confidential, privileged, or otherwise subject to restriction on disclosure shall remain so protected indefinitely unless mutually agreed to in writing.
- C. A Party may terminate this Implementing Agreement after providing the other Party written notice of its intent to terminate at least 30 days in advance. The Party not terminating will notify the terminating Party before the effective date of termination if termination will result in the terminating Party receiving a disproportionate share of the expected benefit from this Implementing Agreement. Both Parties will endeavor to reach an equitable settlement of the matter through negotiation. This Implementing Agreement shall terminate upon the expiration or termination of the Arrangement. The use restrictions and confidentiality provisions applicable to the information provided by TPC pursuant to this Agreement will survive and remain in effect for a period of ten (10) years following any termination of this Agreement.
- D. The Parties to this Implementing Agreement reserve the right to modify or extend the specific activities described in Article III within the intended scope of the Implementing Agreement upon written concurrence of their Administrators.
- E. AIT and TECRO can mutually agree to extend this Implementing Agreement through an exchange of letters and amendment to ARTICLE VII of this Implementing Agreement.
- F. If the portion of the research program of any Party that is pertinent to this Implementing Agreement is substantially reduced or eliminated, the technical scope described in Article III may be adjusted to substitute research of equivalent programmatic interest upon mutual agreement of the Parties.

FOR THE TAIPEI ECONOMIC
AND CULTURAL REPRESENTATIVE
OFFICE IN THE UNITED STATES:

BY:



NAME: James K. J. Lee

TITLE: Deputy Representative

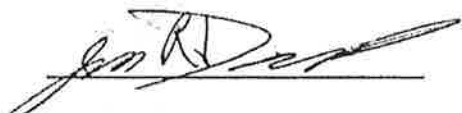
DATE:

06-07-'16

PLACE: Washington D.C.

FOR THE AMERICAN INSTITUTE
IN TAIWAN:

BY:



NAME: Joseph R. Donovan Jr.

TITLE: Managing Director

DATE:

06-06-'16

PLACE: Washington D.C.

INTELLECTUAL PROPERTY ADDENDUM

Pursuant to Article V of this Agreement:

The Parties, through their designated representatives, shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and other relevant implementing arrangements. The Parties agree, through their designated representatives, to notify one another in a timely fashion of any inventions or copyrighted works arising under this Agreement and to seek protection for such intellectual property in a timely fashion. Rights to such intellectual property shall be allocated as provided in this Addendum.

I. SCOPE

A. This Addendum is applicable to all cooperative activities undertaken pursuant to this Agreement, except as otherwise specifically agreed by the Parties or their designees.

B. For purposes of this Agreement, "intellectual property" shall have the meaning found in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm July 14, 1967, as amended; viz., "intellectual property" shall include the rights relating to:

- literary, artistic and scientific works,
- performances of performing artists, phonograms, and broadcasts,
- inventions in all fields of human endeavor,
- scientific discoveries,
- industrial designs,
- trademarks, service marks, and commercial names and designations,
- protection against unfair competition,

and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields."

C. This Addendum addresses the allocation of rights, interests, and royalties between the Parties. Each Party, through its designated representative(s), shall ensure that the other Party can obtain rights to intellectual property allocated in accordance with the Addendum by obtaining those rights from its own participants through contracts or other legal means, if necessary. This Addendum does not otherwise alter or prejudice the allocation between a Party and the nationals of the territory of the authorities it represents, which shall be determined by the laws and practices applicable in that territory.

D. Disputes concerning intellectual property arising under this Agreement should be resolved through discussions between the concerned participating institutions or, if necessary, the Parties or their designees. Upon mutual agreement of the Parties, a dispute shall be submitted to an arbitral tribunal for binding arbitration.

Unless the Parties or their designees agree otherwise in writing, the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL) shall govern.

- E. Termination or expiration of this Agreement shall not affect rights or obligations under this Addendum.

II. ALLOCATION OF RIGHTS

- A. Each Party, through its designated representative(s), shall be entitled to a non-exclusive, irrevocable, royalty-free license in all countries to translate, reproduce, and publicly distribute scientific and technical journal articles, reports, and books directly arising from cooperation under this Agreement. All publicly distributed copies of copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named.
- B. Rights to all forms of intellectual property, other than those rights described in Section II.A. of this Addendum, shall be allocated as follows:
1. Visiting researchers, for example, scientists visiting primarily in furtherance of their education, shall receive intellectual property rights under the policies of the host institution. In addition, each visiting researcher named as an inventor shall be entitled to share in a portion of any royalties earned by the host institution from the licensing of such intellectual property.
 2. (a) For intellectual property created during joint research, for example, when the Parties, participating institutions, or participating personnel have agreed in advance on the scope of work, each Party shall be entitled to obtain all rights and interests in the territory of the authorities it represents. The Party representing the authorities in whose territory the invention was made shall have first option to acquire all rights and interests in other territories. If research is not designated as "joint research", rights to intellectual property arising from the research will be allocated in accordance with Section II.B.1. of this Addendum. In addition, each person named as an inventor shall be entitled to share in a portion of any royalties earned by either institution from the licensing of the property.
 - (b) Notwithstanding Section II.B.2.(a) of this Addendum, if a type of intellectual property is available under the laws applicable in the territory of the authorities represented by one Party but not the other Party, the Party representing the authorities in whose territory laws provide for this type of protection shall, through its designated representative(s), be entitled to all rights and interests worldwide. Persons named as inventors of the property shall nonetheless be entitled to royalties as provided in Section II.B.2.(a) of this Addendum.