

AGREEMENT BETWEEN
THE COORDINATION COUNCIL FOR NORTH AMERICAN AFFAIRS
AND
THE AMERICAN INSTITUTE IN TAIWAN
RELATING TO THE ESTABLISHMENT OF A JOINT STANDING
COMMITTEE ON CIVIL NUCLEAR COOPERATION

WHEREAS the Coordination Council for North American Affairs (hereinafter referred to as "CCNAA") and the American Institute in Taiwan (hereinafter referred to as "AIT") have been cooperating for some time in several areas designed to foster the peaceful and nonexplosive uses of atomic energy ;

WHEREAS this program of peaceful cooperation has been intensifying with the expansion of civil nuclear power activities in the territory represented by CCNAA ;

WHEREAS CCNAA and AIT perceive that they will benefit from an expansion of their technical cooperation and collaboration in a number of fields related to the civil uses of atomic energy ;

WHEREAS CCNAA and AIT also share the view that their existing and prospective new cooperation in the nuclear field will be mutually beneficial if it is subjected to regular monitoring, and guidance by a joint group of senior experts that will meet periodically to review and plan cooperative activities ; and

WHEREAS senior consultants to CCNAA and AIT have recently discussed the merits of inaugurating new or expanded programs of cooperation in several promising civil nuclear areas.

NOW THEREFORE, both parties have agreed as follows :

ARTICLE . Establishment of Joint Nuclear Cooperation Committee

- A. CCNAA and AIT shall establish a Joint Standing Committee on civil Nuclear Cooperation (hereinafter referred to as "the Joint Committee") that shall meet periodically, at least once a year, to review the civil nuclear cooperation between the two parties.
- B. The Joint Committee shall monitor the civil nuclear cooperation between the two Parties, shall discuss and stimulate desirable new directions, and where feasible, shall formulate specific new cooperative programs or exchanges that should be undertaken.

- C. CCNAA and AIT shall each designate their representatives on the Committee, and each Party may alter or expand its representation as it deems appropriate in light of the subject matter under discussion.

ARTICLE . Basic Principles

The cooperation under this Agreement shall be carried out in accordance with the following principles :

- A. The areas of cooperation that are proposed normally shall be of a character that promises to be of programmatic interest to both Parties.
- B. Unless otherwise agreed in writing, all costs shall be borne by the Party that incurs them and this shall include the travel and salary expenses associated with the conduct of a cooperative program or technical exchange. If the Parties agree in writing beforehand, this will not preclude one Party from reimbursing the other for expenses should a given program of assignment be judged to be principally of benefit to one of the Parties.
- C. Implementation of this Agreement shall be subject to the availability of appropriated funds.
- D. Cooperation under this Agreement shall be in accordance with applicable laws and regulations of the two Parties.
- E. Nothing in this Agreement shall alter or affect the existing agreements between CCNAA and AIT in fields related to the civil uses of atomic energy. Such agreements shall remain in effect until and unless they are modified or altered by the Parties concerned.

ARTICLE . Technical Areas of Collaboration

The expanded program of civil nuclear cooperation that has been agreed to by CCNAA and AIT may include work in the following fields plus such other fields as may be mutually agreed to by the Parties in writing :

- A. Severe Nuclear Accidents and Related Phenomena
- B. Thermal Hydraulics and Kinetics
- C. Instrumentation and Control Programs
- D. Spent Fuel Handling and Waste Management

E. Health Physics

F. Technical Safety Support

The detailed implementation of exchanges and cooperative programs that are recommended or endorsed by the Joint Committee, including the assignment of staff, shall be subject to separate written agreements between the Parties as circumstances require.

ARTICLE . Points of Contact

Whenever a new program of cooperation or exchange is agreed to, each Party shall designate its technical and scientific representatives that shall be responsible for carrying out the direct day to day implementation of the exchange within the AIT / CCNAA framework.

ARTICLE . Forms of Cooperation

Cooperation in accordance with this Agreement may include, but is not limited to, the following forms :

- A. Exchange of scientists, engineers and other specialists for participation in agreed research, development, analysis, design and experimental activities conducted in research centers, laboratories, engineering offices and other facilities and enterprises of each of the Parties or its contractors for agreed periods. Exchanges of staff shall be in accordance with Article of this Agreement.
- B. Exchange of samples, materials, instruments and components, for testing under such terms as are mutually agreed.
- C. Exchange, on a current basis, of scientific and technical information, and results and methods of research and development in accordance with Article of this Agreement.
- D. Organization of and participation in, seminars and other meetings on specific mutually agreed topics in the fields listed in Article of this Agreement.
- E. Joint projects in which the Parties agree to share the work and / or costs. Each such joint project shall be the subject of a separate written agreement.
- F. Other specific forms of cooperation mutually agreed to by the Parties in writing.

ARTICLE . Exchange of Personnel

Whenever an exchange of staff is contemplated under this Agreement :

- A. Each Party shall ensure that qualified staff are selected for attachment or assignments to the other Party.
- B. The Parties will prepare attachments or other such agreements as may be necessary in conjunction with work assignments under this Agreement.
- C. Each Party shall be responsible for the salaries, insurance and allowances to be paid to its staff.
- D. Each Party shall pay for the travel and living expenses of its staff while on attachment to the host Party unless otherwise agreed.
- E. The host Party shall arrange for comparable accommodations for the attached staff (and their families) of the other Party on a mutually agreeable reciprocal basis.
- F. The host Party shall provide all necessary assistance to the attached staff (and their families) of the assigning Party as regards administrative formalities, such as travel arrangements, etc.
- G. The staff of each Party shall conform to the general and special rules of work and safety regulations in force at the host establishment, or as agreed in a separate staff attachment agreement.
- H. The Party proposing an attachment shall notify the host Party of the name of the person (s) proposed for attachment and shall provide such information respecting any of the said person (s) as may be required by the receiving Party.

ARTICLE . Information and Patents

- A. The Parties shall exchange information necessary to carry out this Agreement. All information arising under this Agreement shall be promptly exchanged between the Parties.
- B. The application or use of any information exchanges under or arising from this Agreement shall be the responsibility of the Party receiving it, and the other Party does not warrant the suitability of such information for any particular use or application.
- C. The information exchanges under and arising from this Agreement may be given wide distribution. Such information may be made available to the public by either Party through customary channels and in accordance with the normal procedures of the Parties.

- D. Copyrights of either Party or of cooperating organizations or persons shall be accorded treatment consistent with internationally recognized standards of protection.
- E. Proprietary information shall not be accepted for or utilized in this Agreement without an express written agreement entered into by the Parties setting forth the terms and conditions for such acceptance or utilization. For the purposes of this Agreement, proprietary information shall mean information of a confidential nature such as trade secrets and know-how (for example, computer programs, design procedures and techniques, chemical composition of materials, or manufacturing methods, processes, or treatments) which is appropriately marked, provided such information :
1. Has been held in confidence by its owner ;
 2. Is of a type which is customarily held in confidence by its owner ;
 3. Has not been transmitted by the transmitting Party to other entities(including the receiving Party) except on the basis that it be held in confidence ; and
 4. Is not otherwise available to the receiving Party from another source without restriction on its further dissemination.

It shall be the responsibility of the Party supplying proprietary information to identify the information as such and to ensure that it is appropriately marked.

- F. With respect to any invention or discovery made or conceived in the course of or under this Agreement :
1. If made or conceived by personnel of one Party (the assigning Party) or its contractors while assigned to the other Party (the recipient Party) or its contractors in connection with exchanges of scientists, engineers and other specialists :
- (a) (i) AIT as the recipient Party shall acquire all right, title and interest in and to any invention or discovery in the United States of America and in third countries, subject to a grant of a nonexclusive, irrevocable, royalty-free license in all such countries to the CCNAA as assigning Party and to the Chinese that are in the territory represented by CCNAA and designated by CCNAA.
- (ii) CCNAA as the assigning Party shall acquire all right, title, and interest in and to any invention or discovery in the territory represented by CCNAA subject to a grant of a nonexclusive, irrevocable, royalty-free license to AIT as the recipient Party and to the nationals of the United States of America designated by AIT.

- (b) (i) CCNAA as the recipient Party shall acquire all right, title, and interest in and to any invention or discovery in the territory represented by CCNAA and in third countries, subject to a grant of a nonexclusive, irrevocable, royalty-free license in all such countries to the AIT as assigning Party and to the nationals of the United States of America designated by AIT.
 - (ii) AIT as the assigning Party shall acquire all right, title, and interest in and to any such invention or discovery in the United States of America, subject to a grant of a nonexclusive, irrevocable, royalty-free license to CCNAA as the recipient Party and to the Chinese that are in the territory represented by CCNAA and designated by CCNAA.
2. (a) If made or conceived by CCNAA or its contractors as a direct result of employing information which has been communicated to it under this Agreement by AIT or its contractors or communicated during seminars or other joint meetings, CCNAA making the invention shall acquire all right, title, and interest in and to such invention or discovery in the all countries, subject to a grant of a nonexclusive, irrevocable, royalty-free license to AIT and to the nationals of the United States of America designated by AIT.
- (b) If made or conceived by AIT or its contractors as a direct result of employing information which has been communicated to it under this Agreement by CCNAA or its contractors or communicated during seminars or other joint meetings, AIT making the invention shall acquire all right, title, and interest in and to such invention or discovery in the all countries, subject to a grant of a nonexclusive, irrevocable, royalty-free license to CCNAA and the Chinese that are in the territory represented by CCNAA and designated by CCNAA.
- G. With regard to other specific forms of cooperation including the exchange of samples, materials, instruments, and components for testing as contemplated in Article V., paragraph B of this Agreement, and the joint projects as contemplated in Article V., paragraph E of this Agreement, the Parties shall agree in writing as to the appropriate distribution of rights to inventions or discoveries resulting from such cooperation. In general, however, AIT should normally determine the right to such inventions in the United States of America, and CCNAA should normally determine the rights to such inventions in the territory represented by CCNAA. Rights to such inventions in other countries shall be agreed upon by the Parties on an equitable basis.
- H. CCNAA shall assume the responsibility to pay awards or compensation required to be paid to the Chinese that are in the territory represented by CCNAA according to the laws of the territory represented by CCNAA. AIT shall assume the responsibility to

pay awards or compensation required to be paid to the nationals of the United States of America according to the laws of the United States of America.

- I. Each Party shall take all necessary steps to provide the cooperation from its inventors required to carry out the provisions of this Article.
- J. AIT may designate a substitute party in place of AIT for the purposes of this Article and may assign or transfer its rights and authority under this Article to said substitute Party.

ARTICLE . Duration and Termination

- A. This Agreement shall enter into force upon signature, shall continue in force for a period of five years, and may be amended or extended by written agreement of the Parties.
- B. This Agreement and any annex hereunder may be terminated at any time at the discretion of either Party upon six months prior notice in writing to the other. Such termination shall be without prejudice to the rights that may have accrued under this Agreement or Annex to either Party up to the date of the termination.
- C. All joint efforts and experiments not completed at the termination of this Agreement may be continued until their completion under the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto for this purpose, have signed this Agreement.

Done at _____ this _____ day of _____, 1984.

For the Coordination Council
for North American Affairs

For the American Institute
in Taiwan

Agreement Amending and Extending the Agreement Between the American Institute in Taiwan and the Coordination Council for North American Affairs Relating to the Establishment of a Joint Standing Committee on Civil Nuclear Cooperation.

The American Institute in Taiwan and the Coordination Council for North American Affairs, desiring to amend and to extend the Agreement Between the American Institute in Taiwan and the Coordination Council For North American Affairs Relating to the Establishment of a Joint Standing Committee on Civil Nuclear Cooperation signed at Taipei on October 3, 1984 (hereafter referred to as the "Agreement Relating to the JSC") , agree as follows :

1. Article _____ of the agreement relating to the JSC is amended to read as specified in the attachment.
2. The agreement relating to the JSC is extended for five years through October 2, 1994.

In witness whereof, the undersigned, being duly authorized thereto for this purpose, have signed this agreement.

Done at Taipei this _____ day of _____, 1989.

For the American Institute
in Taiwan

For the Coordination Council
for North American Affairs

ARTICLE . Information and Intellectual Property

- A. The parties shall exchange information necessary to carry out this agreement. All information arising under this agreement shall be promptly exchanged between the parties. The parties share the objective of providing adequate and effective protection for intellectual property created or furnished in support of this objective.
- B. The application or use of any information exchanged under or arising from this agreement shall be the responsibility of the party receiving it, and the other party does not warrant the suitability of such information for any particular use or application.
- C. The information exchanges under and arising from this agreement may be given wide distribution. Subject to paragraph E herein, such information may be made available to the public by either party through customary channels and in accordance with the normal procedures of the parties.
- D. Copyrights of either party or of cooperating organizations or persons shall be accorded treatment consistent with internationally recognized standards of protection. Disposition of rights to copyright-protected works created in the course of cooperative activities under this agreement shall be determined in accordance with the disposition of rights to inventions and discoveries set forth in paragraph F herein.
- E. Proprietary information shall not be accepted for or utilized in this agreement without an express written agreement entered into by the parties setting forth the terms and conditions for such acceptance or utilization. For the purpose of this agreement, proprietary information shall mean information of a confidential nature such as trade secrets and know-how (for example, computer programs, design procedures and techniques, chemical composition of materials, or manufacturing methods, processes, or treatments) which is appropriately marked, provided such information :
 - 1. Has been held in confidence by its owner ;
 - 2. Is of a type which is customarily held in confidence by its owner ;
 - 3. Has not been transmitted by the transmitting party to other entities (including the receiving party) except on the basis that it be held in confidence ; and
 - 4. Is not otherwise available to the receiving party from another source without restriction on its further dissemination.

It shall be the responsibility of the party supplying proprietary information to identify the information as such and to ensure that it is appropriately marked.

F. With respect to any invention or discovery made or conceived in the course of or under this agreement :

1. If made or conceived by personnel of one party (the assigning party) or its contractors while assigned to the other party (the recipient party) or its contractors in connection with joint research projects with an agree scope of work :

(A) The recipient party shall acquire all right, title and interest in and to any such invention or discovery

(When AIT is the receiving party) in the United States of America and in third countries

(When CCNAA is the receiving party) in the territory represented by CCNAA and in third countries

(B) The assigning party shall acquire all right, title, and interest in and to any such invention or discovery

(When AIT is the assigning party) in the United States of America

(When CCNAA is the assigning party) in the territory represented by CCNAA

2. If made or conceived by a party or its contractors as direct result of employing information which has been communicated to it by the other party or its contractor or communicated during seminars or other joint meetings, the party making the invention or discovery shall acquire all right, title and interest in and to such invention or discovery in all countries.

3. If made or conceived through loans or exchanges of material, computer codes, instruments and equipment, the party making the invention or discovery shall acquire all right, title and interest in and to such invention or discovery in all countries.

4. If made or conceived by a party or its contractors in connection with exchanges of scientists, engineers or other specialists other than as party of a joint project with an agreed scope of work, the receiving party shall acquire all right, title and interest in and to such invention or discovery in all countries.

5. The party which owns right, title and interest covering and invention or discovery referred to in subparagraphs 1, 2, 3 and 4 above shall grant, upon request of the other party, a royalty-free, non-exclusive, irrevocable license of such right, title and interest to the other party and

(When such other party is AIT) to the nationals of the United States of America designated by AIT, and

(When such other party is CCNAA) to the Chinese that are in the territory represented by CCNAA and designated by CCNAA, for research and development activities under this agreement.

6. The party which owns right, title and interest covering and invention or discovery referred to in subparagraphs 1, 2, 3 and 4 above agree to promptly disclose such invention or discovery to the other party.

G. The provisions of paragraph F above of this article shall apply mutually to the protection of utility model and design.

H. CCNAA shall assume the responsibility to pay awards or compensation required to be paid to the Chinese that are in the territory represented by CCNAA. AIT shall assume the responsibility to pay awards or compensation required to be paid to the nationals of the United States of America according to the laws of the United States of America.

I. Each party shall take all necessary steps to provide cooperation from its inventors required to carry out the provisions of this article.

AGREEMENT AMENDING AND EXTENDING THE AGREEMENT BETWEEN
THE COORDINATION COUNCIL FOR NORTH AMERICAN AFFAIR
AND
THE AMERICAN INSTITUTE IN TAIWAN
RELATING TO THE ESTABLISHMENT OF A JOINT STANDING COMMITTEE
ON CIVIL NUCLEAR COOPERATION

The Coordination Council for North American Affairs and the American Institute in Taiwan, desiring to amend and to extend the Agreement between the Coordination council for North American Affairs and the American Institute in Taiwan Relating to the Establishment of a Joint Standing Committee on Civil Nuclear Cooperation signed at Taipei on October 3, 1984, and amend and extended on October 19, 1989 (hereafter referred to as the "Agreement Relating to the JSC"), agree as follows :

1. Article of the Agreement Relating to the JSC is amended by the insertion of a new Paragraph H, to read as follows :

Notwithstanding any other provision of this Article, if a type of intellectual property is available under the laws of one party but not the other party, the party whose laws provide for this type of protection or its cooperative entity shall, unless otherwise explicitly agreed, be entitled to all rights and interests worldwide. Persons named as inventors of property shall nonetheless be entitled to national treatment with regard to any royalties earned by either institution from the licensing of the property.

Paragraphs H and I in the existing Agreement are redesignated I and J, respectively.

2. The agreement relating to the JSC is extended for five years through October 2, 1999. The Agreement shall be automatically extended for subsequent five year periods, unless one of the parties objects in writing to such an automatic extension at least 60 days prior to the termination date.

In witness whereof, the undersigned, being duly authorized thereto for this purpose, have signed this agreement.

FOR
THE COORDINATION COUNCIL
FOR NORTH AMERICAN AFFAIRS

FOR
THE AMERICAN INSTITUTE
IN TAIWAN

NAME

NAME

TITLE

TITLE

DATE

DATE