

ARRANGEMENT BETWEEN
THE TAIPEI ECONOMIC AND CULTURAL
REPRESENTATIVE OFFICE IN THE UNITED STATES
AND
THE AMERICAN INSTITUTE IN TAIWAN
FOR THE EXCHANGE OF TECHNICAL
INFORMATION
AND COOPERATION IN NUCLEAR REGULATORY
AND SAFETY MATTERS

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The Taipei Economic and Cultural Representative Office in the United States (TECRO) and the American Institute in Taiwan (AIT), hereinafter referred to individually as a Party and collectively as the Parties, in coordination with their respective designated representatives, Atomic Energy Council of Taiwan (hereinafter called the AEC) and the Nuclear Regulatory Commission (NRC) of the United States of America (hereinafter called the NRC);

Having a mutual interest in exchange of information pertaining to regulatory matters and of standards required or recommended by their designated representatives for the regulation of safety and environmental impact of nuclear facilities;

Having similarly cooperated in coordination with their designated representatives in several areas designed to foster the peaceful and non-explosive uses of atomic energy;

In accordance with the Taiwan Relations Act of April 10, 1979, Public Law 96-8, (22 USC §§ 3301 et. seq.); and

In accordance with 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, as amended and extended October 19, 1989, and October 3, 1994;

Have agreed as follows:

I. SCOPE OF THE ARRANGEMENT

A. Technical Information Exchange

To the extent that their designated representatives are permitted to do so under the laws, regulations and policy directives applicable in the territories of the authorities the Parties respectively represent, the Parties, through their designated representatives, shall exchange the following types of technical information relating to the regulation of safety, safeguards (materials control and accounting and physical protection), waste management, radiation protection (environmental monitoring, personal dose evaluation, calibration, proficiency testing), nuclear security, emergency preparedness and environmental impact of designated nuclear facilities and to nuclear safety research programs:

1. Topical reports concerning technical safety, safeguards, waste management, radiation protection, nuclear security, emergency preparedness and environmental effects written by or for one of the designated representatives of the Parties as a basis for, or in support of, regulatory decisions and policies.
2. Documents relating to significant licensing actions and safety and environmental decisions affecting nuclear facilities.
3. Detailed documents describing the NRC process for licensing and regulating certain facilities in the territory of the authorities represented by AIT and designated by the AEC as similar to certain facilities being built or planned in the territory of the authorities represented by TECRO and equivalent documents on such facilities existing in the territory of the authorities represented by TECRO.
4. Information in the field of reactor safety research, either in the possession of one of the designated representatives of the Parties or available to it, including light water reactor safety information from the technical areas described in Addenda "A" and "B," attached hereto and made integral parts hereof. These Addenda may be modified by agreement of the Parties. Cooperation in these itemized safety research areas may require a separate agreement, as determined to be necessary by the research organizations of one or both of the designated representatives of the Parties. Each Party, through its designated representative, shall transmit immediately to the other information concerning research results that requires early attention in the interest of public safety, along with an indication of significant implications.
5. Reports on operating experience, such as reports on nuclear incidents, accidents and shutdowns, and compilations of historical reliability data on components and systems.
6. Regulatory procedures for nuclear facilities safety, safeguards, waste management, radiation protection, nuclear security, emergency preparedness and environmental impact evaluation.

7. Early advice of important events, such as serious operating incidents and ordered reactor shutdowns that are of immediate interest to the designated representatives of the Parties.
8. Copies of regulatory standards required to be used, or proposed for use, by the designated representatives of the Parties.

B. Cooperation in Confirmatory Nuclear Safety Research

The terms of cooperation for joint programs and projects of confirmatory nuclear safety research and development, or those programs and projects under which activities are divided between the designated representatives of the two Parties, including the use of test facilities and/or computer programs owned by the designated representative of either Party, shall be considered on a case-by-case basis and may be the subject of a separate agreement between the Parties, if determined to be necessary by the research organizations of one or both of the designated representatives of the Parties. When not the subject of a separate agreement, the terms of cooperation may be established by an exchange of letters between the Parties, and shall be subject to the terms and conditions of the present Arrangement. Technical areas specified by such exchanges of letters may be modified subsequently by mutual consent. Temporary assignments of personnel by the designated representative of one Party to the other Party's designated representative shall also be considered on a case-by-case basis and shall, in general, require a separate agreement.

C. Training and Assignments

Within the limits of available resources and subject to the availability of appropriated funds, AIT, through its designated representative, shall cooperate with the designated representative of TECRO in providing certain training and experience for safety personnel of the designated representative of TECRO. The following are typical of, but not necessarily exclusive of, the kinds of training and experience that may be provided:

1. AEC inspector accompaniment of NRC inspectors on reactor operation and reactor construction inspection visits in the territory of the authorities represented by AIT, including extended briefings at NRC regional inspection offices.
2. Participation by AEC employees in NRC staff training courses.
3. Assignment of AEC employees for 6-24 month periods, to the staff of NRC, to work on staff duties, and gain on-the-job experience.
4. Possible training assignments within the radiation control programs of interested U.S. states with appropriate regulatory authority ("NRC Agreement States").

D. Technical Advice

To the extent that the documents and other information provided by the NRC as described in paragraphs A. and C. above are not adequate to meet the AEC's needs for technical advice, the Parties, through their designated representatives, shall consult on the best means for fulfilling such needs. AIT, through its designated representative, shall attempt, within the limits of appropriated resources and statutory authority, to assist the AEC in meeting these needs. For example, within these limits, AIT, through its designated representative, shall attempt to meet requests that come through the International Atomic Energy Agency for technical assistance missions by NRC safety experts to the territory of the authorities represented by TECRO.

II. ADMINISTRATION

- A. The exchange of information under this Arrangement shall be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance on a case-by-case basis. A meeting shall be held annually, or at such other times as mutually agreed, to review the exchange of information and cooperation under this Arrangement, to recommend revisions to the Arrangement, and to discuss topics coming within the scope of the exchange. The time, place, and agenda for such meetings shall be agreed upon in advance. Visits which take place under this Arrangement, including their schedules, shall have the prior approval of the administrators referred to in paragraph II.B.
- B. An administrator shall be designated by the designated representative of each Party to coordinate its participation in the overall exchange. The administrators shall be the recipients of all documents transmitted under the exchange, including copies of all letters, unless otherwise agreed. Within the terms of the exchange, the administrators shall be responsible for developing the scope of the exchange, including agreement on the designation of the nuclear facilities subject to the exchange, and on specific documents and standards to be exchanged. One or more technical coordinators may be appointed as direct contacts for specific disciplinary areas. These technical coordinators shall assure that both administrators receive copies of all transmittals. These detailed arrangements are intended to assure, among other things, that a reasonably balanced exchange providing access to equivalent available information from both sides is achieved and maintained.
- C. The administrators shall determine the number of copies to be provided of the documents exchanged. Each document shall be accompanied by an abstract in English, 250 words or less, describing its scope and content.
- D. The application or use of any information exchanged or transferred between the designated representatives of the Parties under this Arrangement shall be the responsibility of the receiving designated representative, and the transmitting designated representative does not warrant the suitability of such information for any particular use or application.

- E. Recognizing that some information of the type covered in this Arrangement is not immediately available to the designated representatives of the Parties to this Arrangement, but it is available from other agencies of the authorities represented by the Parties, each Party, through its designated representative, shall assist the other to the maximum extent possible by organizing visits and directing inquiries concerning such information to an appropriate concerned agency. The foregoing shall not constitute a commitment of such agencies to furnish such information or to receive such visitors.

III. EXCHANGE AND USE OF INFORMATION

A. General

The Parties support the widest possible dissemination of information provided, created, or exchanged under this Arrangement, subject both to the requirements of the laws, regulations and policies applicable in the territories of the authorities the Parties respectively represent and the need to protect proprietary and other confidential or privileged information, and subject to the provisions of the Intellectual Property Annex, which is an integral part of this Arrangement.

B. Definitions

1. The term "information" means unclassified nuclear energy-related regulatory, safety, safeguards, waste management, radiation protection, scientific, or technical data, including information on results or methods of research and assessment, and any other knowledge provided, created, or exchanged under this Arrangement.
2. The term "proprietary information" means information provided, created, or exchanged under this Arrangement which contains trade secrets or other privileged or confidential commercial information (such that the person having the information may derive an economic benefit from it or may have a competitive 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 designated representative of a Party) except on the basis that it be held in confidence;
 - (d) is not otherwise available to the receiving designated representative of a Party from another source without restriction on its further dissemination; and,
 - (e) is not already in the possession of the receiving designated representative of a Party.

3. The term "other confidential or privileged information" means information, other than "proprietary information," which is protected from public disclosure under the laws, regulations, and policies applicable in the territory of the authorities represented by the Party whose designated representative is providing the information and which has been transmitted and received in confidence, or is otherwise restricted by the provider.

C. Marking Procedures for Documentary Proprietary Information

Each Party, through its designated representative that is receiving documentary proprietary information pursuant to this Arrangement, shall respect the privileged nature thereof, provided such proprietary information is clearly marked with the following (or substantially similar) restrictive legend:

This document contains proprietary information furnished in confidence under an Arrangement dated January 6, 2016, between AIT and TECRO and shall not be disseminated outside the designated representatives of AIT and TECRO, respectively the NRC and AEC, their consultants, contractors, and Licensees, and concerned departments and agencies of the authorities represented by AIT and TECRO without the prior approval of (name of the transmitting designated representative of a Party). This notice shall be marked on any reproduction hereof, in whole or in part. These limitations shall automatically terminate when this information is disclosed by the owner without restriction.

This restrictive legend shall be respected by the Parties to this Arrangement and their designated representatives. Proprietary information bearing this restrictive legend shall not be made public or otherwise disseminated in any manner unspecified by or contrary to the terms of this Arrangement without the prior written consent of the transmitting designated representative of a Party. Proprietary information bearing this restrictive legend shall not be used by the receiving Party or designated representative or contractors and consultants for any commercial purposes without the prior written consent of the transmitting designated representative of a Party.

D. Dissemination of Documentary Proprietary Information

1. In general, proprietary information received under this Arrangement may be disseminated by the receiving designated representative of a Party without prior consent to persons within or employed by the receiving designated representative of a 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 Section III.C. of this Arrangement.

2. Proprietary information received under this Arrangement may be disseminated by the receiving designated representative of a Party without the prior consent of the transmitting designated representative of a Party to contractors and consultants of the designated representative of a receiving Party located within the geographical limits of the territory of the authorities represented by the relevant 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 designated representative of a 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 III.C. of this Arrangement.
3. With the prior written consent of the designated representative of a Party furnishing proprietary information under this Arrangement, the receiving designated representative of a Party may disseminate such proprietary information more widely than otherwise permitted under the terms set forth in this Arrangement. The Parties, through their designated representatives, shall endeavor to grant such approval to the extent permitted by the laws, regulations and policies applicable in the territories of the authorities they respectively represent, provided:
 - a. that the entities receiving proprietary information under Section III.D.3. of this Arrangement, including domestic organizations permitted or licensed by the receiving designated representative of a 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 Section III.D.3. of this Arrangement, including domestic organizations permitted or licensed by the receiving designated representative of a 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 Section III.D.3. of this Arrangement that are domestic organizations permitted or licensed by the receiving designated representative of a 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

Each Party, through its designated representative, receiving under this Arrangement other confidential or privileged information, shall 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 of the territory of the Party representing the transmitting designated representative; 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 paragraph 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 organized under this Arrangement, or information arising from the attachments of staff, use of facilities, or joint projects, shall be treated by the Parties, through their designated representatives, according to the principles specified for documentary information in this Arrangement; provided, however, that the designated representative communicating such proprietary or other confidential or privileged information has placed the recipient on notice as to the character of the information communicated.

H. Consultation

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

I. Other

Nothing contained in this Arrangement shall preclude a Party or its designated representative from using or disseminating information received without

restriction by a Party or its designated representative from sources outside of this Arrangement.

IV. FINAL PROVISIONS

- A. Nothing contained in this Arrangement shall require either Party or its designated representative to take any action which would be inconsistent with applicable existing laws, regulations and policy directives. Should any conflict arise between the terms of this Arrangement and those laws, regulations and policy directives, the Parties, through their designated representatives, shall consult before any action is taken. No nuclear information related to proliferation-sensitive technologies shall be exchanged under this Arrangement.
- B. Unless otherwise agreed, all costs resulting from cooperation pursuant to this Arrangement shall be the responsibility of the Party or designated representative that incurs them. The ability of the Parties and their designated representatives to carry out their obligations is subject to the appropriation of funds by the appropriate authority and to the laws and regulations applicable to the Parties and their designated representatives.
- C. For any agreed upon reimbursable costs, the Party to be reimbursed shall provide the other Party with an invoice for actual expenses (e.g., travel and transportation expenses incurred as part of a trip). The invoice shall be supported with documentation of expenses incurred in accordance with travel policies and procedures applicable to the Party seeking reimbursement and its designated representative. The Party to be reimbursed shall provide any necessary evidentiary receipts and payment vouchers, such as airline ticket receipts. Following receipt of funds from its designated representative, the Party responsible for reimbursement shall pay the Party to be reimbursed for the evident costs within one month after receiving the documented costs from the Party to be reimbursed. Reimbursement funds received by the Party shall be transferred to its designated representative consistent with arrangements between the Party and its designated representative.
- D. Except as provided in Section II.D of the Intellectual Property Annex, any dispute or question between the Parties concerning the interpretation or application of this Arrangement arising during its term shall be settled by mutual agreement of the Parties.
- E. This Arrangement shall enter into force upon the date of the last signature and, subject to paragraph F of this Article, shall remain in force for a period of five (5) years. It may be extended for a further period of time by written agreement of the Parties.
- F. Either Party may terminate this Arrangement by providing the other Party and its designated representative written notice at least 180 days prior to its intended date of termination.
- G. All information protected by provisions of this Arrangement as proprietary or other confidential or privileged information shall remain so protected for the

duration of this Arrangement and after this Arrangement has expired or terminated, unless otherwise agreed by the Parties in writing.

DONE in the Chinese and English languages, both texts being equally authentic.

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

BY: 

TITLE: Deputy Representative

DATE: Jan. 8, 2016

PLACE: Washington D.C.

FOR THE AMERICAN INSTITUTE IN
TAIWAN:

BY: 

TITLE: Managing Director

DATE: 1/6/16

PLACE: Washington D.C.

ADDENDUM "A"

Areas in Which the NRC, the designated representative of AIT, Is Performing Confirmatory Nuclear Safety Research

1. Digital Instrumentation and Control;
2. Reactor Equipment Qualification;
3. Environmental Transport;
4. Fire Safety Research;
5. Nuclear Fuel Analysis;
6. Operating Experience and Generic Issues;
7. Human effects on nuclear safety;
8. Radionuclide Transport and Waste Management;
9. Probabilistic Risk Assessments;
10. Radiation Protection and Health Effects;
11. Seismic Safety;
12. State of the Art Risk Consequences;
13. Containment Structural Integrity;
14. Regulatory Guide Update;
15. New and Advanced Reactor Designs;
16. Decommissioning;
17. Thermal Hydraulic Code Applications and Maintenance; and
18. Severe Accident Analysis.

ADDENDUM "B"

Areas in Which the AEC, the designated representative of TECRO, is Performing Confirmatory Nuclear Safety Research

1. Safety of Nuclear Waste Disposals;
2. Reactor Components Predictive Maintenance;
3. Severe Accident Analysis;
4. Probabilistic Safety Assessment;
5. Natural Circulation;
6. Radiation Protection and Health Effects; and
7. Decommissioning.

INTELLECTUAL PROPERTY ANNEX

Intellectual Property Rights Annex

I. General Obligation

The Parties, through their designated representatives, shall ensure adequate and effective protection of intellectual property created or furnished under this Arrangement and relevant implementing arrangements. Rights to such intellectual property shall be allocated as provided in this Annex.

II. Scope

- A. This Annex is applicable to all cooperative activities undertaken pursuant to this Arrangement, except as otherwise specifically agreed by the Parties or their designees.
- B. For purposes of this Arrangement, "intellectual property" shall mean the subject matter listed in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967 and may include other subject matter as agreed by the Parties.
- C. Each Party, through its designated representative, shall ensure, through contracts or other legal means with its own participants, if necessary, that the other Party can obtain the rights to intellectual property allocated in accordance with this Annex. This Annex 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 the territory of the authorities that Party represents.
- D. Except as otherwise provided in this Arrangement, disputes concerning intellectual property arising under this Arrangement shall 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 in accordance with the applicable rules of international law. Unless the Parties or their designees agree otherwise in writing, the arbitration rules of UNCITRAL shall govern.
- E. Termination or expiration of the Arrangement shall not affect rights or obligations under this Annex.

III. Allocation of Rights

- A. Each Party, through its designated representative, 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 Arrangement. All publicly distributed copies of a 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 paragraph III.A. above, shall be allocated as follows:

- (1) Visiting researchers shall receive rights, awards, bonuses and royalties in accordance with the policies of the host institution.
- (2) (a) Any intellectual property created by persons employed or sponsored by one Party under cooperative activities other than those covered by paragraph III.(B)(1) shall be owned by that Party. Intellectual property created by persons employed or sponsored by both Parties shall be jointly owned by the Parties. In addition, each creator shall be entitled to awards, bonuses and royalties in accordance with the policies of the institution employing or sponsoring that person.

(b) Unless otherwise agreed in an implementing or other arrangement, each Party shall have within the territory of the authorities it represents a right to exploit or license intellectual property created in the course of the cooperative activities.

(c) The rights of a Party outside the territory of the authorities it represents shall be determined by mutual agreement considering the relative contributions of the Parties and their participants to the cooperative activities, the degree of commitment in obtaining legal protection and licensing of the intellectual property and such other factors deemed appropriate.

(d) Notwithstanding paragraphs III.B(2)(a) and (b) above, if either Party believes that a particular project is likely to lead to or has led to the creation of intellectual property not protected by the laws applicable in the territory of the authorities represented by the other Party, the Parties, through their designated representatives, shall immediately hold discussions to determine the allocation of rights to the intellectual property. If an agreement cannot be reached within three months of the date of the initiation of the discussions, cooperation on the project in question shall be terminated at the request of either Party. Creators of intellectual property shall nonetheless be entitled to awards, bonuses and royalties as provided in paragraph III.B(2)(a).

(e) For each invention made under any cooperative activity, the Party, through its designated representative, employing or sponsoring the inventor(s) shall disclose the invention promptly to the other Party together with any documentation and information necessary to enable the other Party to establish any rights to which it may be entitled. Either Party may ask the other Party in writing to delay publication or public disclosure of such documentation or information for the purpose of protecting its rights in the invention. Unless otherwise agreed in writing, the delay shall not exceed a period of six months from the date of disclosure by the inventing Party to the other Party.

IV. Business Confidential Information

In the event that information identified in a timely fashion as business-confidential is furnished or created under this Arrangement, each Party, through its designated

representative, and its participants 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, and 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.