

note in reply, constitute the agreement between the two Governments, entering into force on the date of this note.

Accept, Excellency, the renewed assurances of my highest consideration

(Signed)
Chow Shu-kai
Minister of Foreign Affairs

His Excellency Walter P. McConaughy
Ambassador Extraordinary and Plenipotentiary of the
United States of America
Taipei

之協定，於本復照之日起生效。

本部長順向 貴大使重申崇高敬意。

此致
美利堅合眾國駐中華民國特命全權
大使馬康衛閣下

周書楷（簽字）
中華民國陸拾壹年貳月貳拾陸日於
臺北

AGREEMENT FOR COOPERATION BETWEEN
THE GOVERNMENT OF THE REPUBLIC
OF CHINA AND THE GOVERNMENT
OF THE UNITED STATES OF
AMERICA CONCERNING CIVIL
USES OF ATOMIC ENERGY

Signed on April 4, 1972;
Entered into force on June 22, 1972.

Whereas the Government of the Republic of China and the Government of the United States of America signed an "Agreement for Cooperation Between the Government of the Republic of China and the Government of the United States of America Concerning Civil Uses of Atomic Energy" on July 18, 1955, which was amended by the Agreements signed on December 8, 1958, June 11, 1960, May 31, 1962, June 8, 1964 and August 25, 1966; and

Whereas the Government of the Republic of China and the Government of the United States of America desire to pursue a research and development program looking toward the realization of peaceful and humanitarian uses of atomic energy, including the design, construction, and operation of power-producing reactors

中華民國政府與美利堅
合眾國政府民用原子能
合作協定

六十一年四月四日簽訂；
六十一年六月二十二日生效。

鑒於中華民國政府與美利堅合眾國政府曾於一九五五年七月十八日簽訂「中華民國政府與美利堅合眾國政府民用原子能合作協定」，該協定經一九五八年十二月八日、一九六〇年六月十一日、一九六二年五月卅一日、一九六四年六月八日及一九六六年八月廿五日所簽訂之協定加以修正；

鑒於中華民國政府與美利堅合眾國政府願從事一項研究與發展計劃，包括動力用反應器與研究用反應器之設計、建造與運轉，以及有關原子能其他和平用途之發展之情

and research reactors, and the exchange of information relating to the development of other peaceful uses of atomic energy; and

Whereas the Government of the Republic of China and the Government of the United States of America are desirous of entering into this Agreement to cooperate with each other to attain the above objectives; and

Whereas the Parties desire this Agreement to supersede the "Agreement for Cooperation Between the Government of the Republic of China and the Government of the United States of America Concerning Civil uses of Atomic Energy" signed on July 18, 1955, as amended;

The Parties agree as follows:

ARTICLE I

For the purposes of this Agreement:

(1) "Parties" means the Government of the Republic of China and the Government of the United States of America, including the Commission on behalf of the Government of the United States of America. "Party" means one of the above Parties.

(2) "Commission" means the United States Atomic Energy Commission.

(3) "Atomic weapon" means any device utilizing atomic energy, exclusive of the means for transporting or propelling the device (where such means is a separable and divisible part of the device), the principal purpose of which is for use as, or for development of, a weapon, a weapon prototype, or a weapon test device.

(4) "Byproduct material" means any radioactive material (except special nuclear material) yielded in or made radioactive by exposure to the radiation incident to the process of producing or utilizing special nuclear material.

(5) "Equipment and devices" and "equipment or

報交換，以求實現原子能之和平及人道用途；

鑒於中華民國政府與美利堅合眾國政府願簽訂本協定，彼此合作，冀圖達到上述目標；

鑒於締約雙方願以本協定替代於一九五五年七月十八日簽訂、並經修正之「中華民國政府與美利堅合眾國政府民用原子能合作協定」；

締約雙方爰議訂條款如左：

第 一 條

就本協定而言：

一、「締約雙方」係指中華民國政府與美利堅合眾國政府，包括代表美利堅合眾國政府之委員會。「締約一方」係指上述締約雙方之一。

二、「委員會」係指美國原子能委員會。

三、「原子武器」係指任何使用原子能之裝置，不含其運送或推進器具（此類器具應係該裝置可分割之部份）。其主要功能係用為，或用以發展一項武器，武器原型或武器試驗之裝置。

四、「副產原料」係指在製造或使用特種核料之過程中所產生，或因於該過程中暴露於放射線中而引起放射性之任何放射性產品（特種核料除外）。

五、「設備及裝置」及「設備

devices" mean any instrument, apparatus, or facility, and include any facility, except an atomic weapon, capable of making use of or producing special nuclear material, and component parts thereof.

(6) "Person" means any individual, corporation, partnership, firm, association, trust, estate, public or private institution, group, government agency, or government corporation but does not include the Parties to this Agreement.

(7) "Reactor" means an apparatus, other than an atomic weapon, in which a self-supporting fission chain reaction is maintained by utilizing uranium, plutonium, or thorium, or any combination of uranium, plutonium, or thorium.

(8) "Restricted Data" means all data concerning (1) design, manufacture, or utilization of atomic weapons, (2) the production of special nuclear material, or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the category of Restricted Data by the appropriate authority.

(9) "Safeguards" means a system of controls designed to assure that any materials, equipment and devices committed to the peaceful uses of atomic energy are not used to further any military purpose.

(10) "Source material" means (1) uranium, thorium, or any other material which is determined by the Commission or the Government of the Republic of China to be source material, or (2) ores containing one or more of the foregoing materials, in such concentration as the Commission or the Government of the Republic of China may determine from time to time.

(11) "Special nuclear material" means (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which the Commission or the Government of the Republic of China determines to be special nuclear material, or (2) any material artificially enriched by any of the foregoing

或裝置」係指任何儀器、工具或設備，包括除原子武器以外之任何可使用或製造特種核料之設備及其各成部分。

六、「人」係指任何個人、公司、合夥、商店、社團、信託、財產、公私立機構、團體、政府機構或國營公司，但不包括本協定締約雙方。

七、「反應器」係指一項非原子武器之工具，在該工具內，自持之分裂連鎖反應得以藉鈾、鈾或鈾三者之單獨或配合使用以維繫者。

八、「機密性資料」係指一切有關：(1)原子武器之設計、製造或使用，(2)特種核料之製造，或(3)使用特種核料產生能量之資料，但不包括業經主管機關解密或自機密資料目錄中取消之資料。

九、「保防」係指一項管制系統，用以確保任何供原子能和平用途之原料、設備及裝置不致用於任何軍事目的。

十、「源料」係指(1)鈾、鈾或任何其他原料，而為委員會或中華民國政府確認為源料者，或(2)含有上述原料一種或一種以上之礦物，其含量則由委員會或中華民國政府隨時予以確定。

十一、「特種核料」係指(1)濃化於U—二三三或U—二三五同位素之鈾或鈾，及經委員會或中華民國政府確認為特種核料之任何原料，或(2)經以上任何物質人工濃化之任何原料。

(12) "Superseded Agreement" means the Agreement for Cooperation between the Government of the Republic of China and the Government of the United States of America signed by the Parties on July 18, 1955, as amended by the Agreements signed on December 8, 1958, June 11, 1960, May 31, 1962, June 8, 1964 and August 25, 1966.

ARTICLE II

A. Subject to the provisions of this Agreement, the availability of personnel and material, and the applicable laws, regulations, and license requirements in force in their respective countries, the Parties shall cooperate with each other in the achievement of the uses of atomic energy for peaceful purposes.

B. Restricted Data shall not be communicated under this Agreement, and no materials or equipment and devices shall be transferred, and no services shall be furnished, under this Agreement, if the transfer of any such materials or equipment and devices or the furnishing of any such services involves the communication of Restricted Data.

C. This Agreement shall not require the exchange of any information which the Parties are not permitted to communicate.

ARTICLE III

Subject to the provisions of Article II, the Parties may exchange unclassified information with respect to the application of atomic energy to peaceful uses and the considerations of health and safety connected therewith. The exchange of information provided for in this Article will be accomplished through various means, including reports, conferences, and visits to facilities, and may include information in the following fields:

(1) Development, design, construction, operation, and use of research, materials testing, experimental, demonstration power, and power reactors, and reactor experiments;

十二、「被替代之協定」係指中華民國政府與美利堅合眾國政府於一九五五年七月十八日簽訂，嗣經一九五八年十二月八日、一九六〇年六月十一日、一九六二年五月卅一日、一九六四年六月八日及一九六六年八月廿五日所簽訂之協定加以修正之合作協定。

第 二 條

甲、依據本協定之規定、人力及物資之許可、及各該國內現所適用之法律規章與許可證之規定，締約雙方應彼此合作，以達成原子能之使用於和平用途。

乙、機密資料不得依本協定之規定予以傳遞。任何原料或設備與裝置之移交及任何勞務之提供，倘涉及機密資料之傳遞時，此等原料或設備與裝置及此等勞務，不得依本協定之規定予以移交或提供。

丙、本協定不應要求交換任何締約雙方不得傳遞之情報。

第 三 條

依第二條規定，締約雙方得就應用原子能於和平用途及有關之健康及安全等考慮事項交換非機密之情報。本條所允許之情報交換可經由報告、會議及視察設備等不同途徑達成，可包括以下各類情報：

(一)研究用、材料試驗用、動力測定用及動力用反應器之發展、設計、建造、運轉、與使用，以及反應品實驗；

(2) The use of radioactive isotopes and source material, special nuclear material, and byproduct material in physical and biological research, medicine, agriculture, and industry; and

(3) Health and safety considerations related to the foregoing.

ARTICLE IV

A. Materials of interest in connection with the subjects of agreed exchange of information, as provided in Article III and subject to the provisions of Article II, including source material, heavy water, byproduct material, other radioisotopes, stable isotopes, and special nuclear material for purposes other than fueling reactors and reactor experiments, may be transferred between the Parties for defined applications in such quantities and under such terms and conditions as may be agreed when such materials are not commercially available.

B. Subject to the provisions of Article II and under such terms and conditions as may be agreed, specialized research facilities and reactor materials testing facilities of the Parties may be made available for mutual use consistent with the limits of space, facilities, and personnel conveniently available when such facilities are not commercially available.

C. With respect to the subjects of agreed exchange of information as provided in Article III and subject to the provisions of Article II, equipment and devices may be transferred from one Party to the other under such terms and conditions as may be agreed. It is recognized that such transfers will be subject to limitations which may arise from shortages of supplies or other circumstances existing at the time

ARTICLE V

The application or use of any information (including design drawings and specifications), and any material, equipment and devices, exchanged or transferred between the Parties under this Agreement or the superseded Agreement shall be the responsibility

(二)放射性同位素與原料，特種核料及副產原料在物理及生物學研究上，醫藥、農業及工業上之使用；及

(三)與前列有關之健康及安全考慮事項。

第 四 條

甲、關於第三條所規定同意交換情報之各事項，並在第二條規定範圍內之原料，包括原料、重水、副產原料其他放射性同位素，穩定同位素及非屬反應器填料與反應器實驗用之特種核料，於不能在商場獲得時，可在締約雙方間作特定目的之移轉，其數量暨所依據之條件與規定可由雙方協議。

乙、依據第二條條款及雙方議定之條件與規定，締約雙方可將其無法自商場獲得之特種研究設備與反應器材料試驗設備、在空間、設備及人員許可下提供作雙方共同使用。

丙、關於第三條所規定同意交換情報之各事項，並依第二條之規定，締約一方可按雙方議定之條件與規定將設備與裝置移交締約他方。但承認此種移轉應受資源短絀或當時存在之其他環境之限制。

第 五 條

締約雙方間依據本協定或被替代協定所交換或移轉之任何情報（包括設計圖與規格），及任何原料、設備及裝置，其應用或使用之責專屬受方。締約他方不保證此類情

of the Party receiving it, and the other Party does not warrant the accuracy or completeness of such information and does not warrant the suitability of such information, material, equipment and devices for any particular use or application.

ARTICLE VI

A. With respect to the application of atomic energy to peaceful uses, it is understood that arrangements may be made between either Party or authorized persons under its jurisdiction and authorized persons under the jurisdiction of the other Party for the transfer of equipment and devices and materials other than special nuclear material and for the performance of services with respect thereto.

B. With respect to the application of atomic energy to peaceful uses, it is understood that arrangements may be made between either Party or authorized persons under its jurisdiction and authorized persons under the jurisdiction of the other Party for the transfer of special nuclear material and for the performance of services with respect thereto for the uses specified in Articles IV and VII and subject to the relevant provisions of Article VIII and to the provisions of Article IX.

C. The Parties agree that the activities referred to in paragraphs A and B of this Article shall be subject to the limitations in Article II and to the policies of the Parties with regard to transactions involving the authorized persons referred to in paragraphs A and B of this Article.

ARTICLE VII

A. During the period of this Agreement, and as set forth below, the Commission will supply to the Government of the Republic of China or, pursuant to Article VI, to authorized persons under its jurisdiction, under such terms and conditions as may be agreed, all of the requirements of the Republic of China for uranium enriched in the isotope U-235 for use as fuel in the power reactor program described in the Appendix to this Agreement, which Appendix, subject to the

報之精確或完整，亦不保證此類情報、原料、設備與裝置對任何特殊使用或應用之適當性。

第 六 條

甲、關於原子能和平用途之應用，茲瞭解締約任何一方或在其管轄下經授權之人，得與締約他方管轄下經授權之人，安排非屬特種核料之設備，裝置與原料以及有關勞務之移轉。

乙、關於原子能和平用途之應用，茲瞭解締約任何一方或在其管轄下經授權之人得與締約他方管轄下經授權之人安排特種核料之移轉及有關服務之履行，以供作第四條及第七條所規範及在第八條有關係款及第九條條款規定下之使用。

丙、締約雙方同意本條甲乙兩項所指之活動應受第二條規定及締約雙方關涉及本條甲乙兩項所指經授權之人間事務之政策之限制。

第 七 條

甲、在本協定效期之內，並依據下列規定，委員會將依照雙方議定之條件與規定，將中華民國政府所需之濃化U—二三五同位素之鈾供應中華民國政府或第六條所規定之在其管轄下經予授權之人，以供作本協定附件中所載動力反應器計劃所需燃料之用。該附件內容可在

quantity limitation established in Article IX, may be amended from time to time by mutual consent of the Parties without modification of this Agreement.

(1) The Commission will supply such uranium enriched in the isotope U-235 by providing, to the same extent as for United States licensees, for the production or enrichment, or both, of uranium enriched in the isotope U-235 for the account of the Government of the Republic of China or such authorized persons. (Upon timely advice that any natural uranium required with respect to any particular delivery of enriched uranium under such service arrangements is not reasonably available to the Government of the Republic of China or any such authorized persons, the Commission will be prepared to furnish the required natural uranium on terms and conditions to be agreed.)

(2) Notwithstanding the provisions of paragraph A(1) of this Article, if the Government of the Republic of China or such authorized persons so request, the Commission, at its election, may sell the uranium enriched in the isotope U-235 under such terms and conditions may be agreed.

B. As may be agreed, the Commission will transfer to the Government of the Republic of China or to authorized persons under its jurisdiction uranium enriched in the isotope U-235 for use as fuel in defined research applications, including research, materials testing, and experimental reactors and reactor experiments. The terms and conditions of each transfer shall be agreed upon in advance, it being understood that, in the event of transfer of title to uranium enriched in the isotope U-235, the Commission shall have the option of limiting the arrangements to undertakings such as those described in paragraph A (1) of this Article.

C. It is understood that the Commission may transfer to a person or persons under the jurisdiction of the Government of the United States of America such of its responsibilities under this Agreement with

第九條所定數量額度之內，隨時經締約雙方同意得即加以修訂，而無需修改本協定。

(一)為供應此類濃化U—二三五同位素之鈾，委員會將在濃化U—二三五同位素鈾之生產或濃化，或生產及濃化方面，對中華民國政府或經其授權之人，作對美國持照人同等之提供。(委員會於適時獲得通知，中華民國政府或經其授權之人無法獲得在此項服務安排下，關於某次特定之濃化鈾交貨，無法獲得所需之天然鈾時，委員會將按議定之條件與規定提供所需之天然鈾。)

(二)雖有本條甲項(一)款之規定，若中華民國政府或經其授權之人提出此項請求，而委員會亦予以同意，委員會仍得按議定之條件或規定出售濃化U—二三五同位素之鈾。

乙、委員會將依照可能之協議，將濃化U—二三五同位素之鈾移交中華民國政府或其管轄下經授權之人，以供作具體研究運用，包括研究用、材料測試用、實驗用反應器實驗所需燃料之用。逐次移交之條件與規定應於事先議定，雙方並瞭解，在濃化U—二三五同位素之鈾所有權移轉之時，委員會可選擇將此類安排之承擔限於本條甲項(一)款範圍內。

丙、茲瞭解委員會於認為適宜時，可將本協定內有關其供應特種核料，包括提供濃化勞務之責任移

respect to the supply of special nuclear material, including the provision of enrichment services, as the Commission deems desirable.

ARTICLE VIII

A. With respect to transfers by the Commission of uranium enriched in the isotope U-235 provided for in Article VI, paragraph B and Article VII, it is understood that:

(1) Contracts specifying quantities, enrichments, delivery schedules, and other terms and conditions of supply or service will be executed on a timely basis between the Commission and the Government of the Republic of China or persons authorized by it, and

(2) Prices for uranium enriched in the isotope U-235 sold or charges for enrichment services performed will be those in effect for users in the United States of America at the time of delivery. The advance notice required for delivery will be that in effect for users in the United States of America at the time of giving such notice. The Commission may agree to supply uranium enriched in the isotope U-235 or perform enrichment services upon shorter notice, subject to assessment of such surcharge to the usual base price or charge as the Commission may consider reasonable to cover abnormal costs incurred by the Commission by reason of such shorter notice.

B. Should the total quantity of uranium enriched in the isotope U-235 which the Commission has agreed to provide pursuant to this Agreement and other Agreements for Cooperation reach the maximum quantity of uranium enriched in the isotope U-235 which the Commission has available for such purposes, and should contracts covering the adjusted net quantity specified in Article IX not have been executed, the Commission may request, upon appropriate notice, that the Government of the Republic of China or persons authorized by it execute contracts for all or any part

轉予美利堅合眾國政府管轄下之人。

第 八 條

甲、關於第六條乙項及第七條所規定，委員會所作濃U—二三五同位素之鈾之移轉，茲瞭解：

(一)規劃數量，濃化度、交貨日程及其他供應或服務之條件與規定之契約，將在委員會及中華民國政府或經其授權之人間按時分段履行。

(二)濃化U—二三五同位素之鈾之價格或實行濃化手續之計價，應按交貨時美國用戶之付費標準。交貨前所需之通知期限將同於通知發出時適用於美國用戶之期限。委員會可同意在較短時之通知下提供濃化U—二三五同位素之鈾或提供濃化服務，但委員會得決定視為合理之附加費加征於一般基本價格或收費之上，以補償委員會因此種較短時通知所蒙受之額外支出。

乙、如委員會按本協定或其他合作協定之規定所同意提供之濃化U—二三五同位素之鈾之總額已達委員會所持有供此用途之濃化U—二三五同位素之鈾之最高額，且如關於第九條所規定調整後淨額之契約未經履行，則委員會於發出適當通知後，得請求中華民國政府或經其授權之人就當時未列於契約內之濃化U—二三五同位素之鈾履行契

of such uranium enriched in the isotope U-235 as is not then under contract. It is understood that, should contracts not be executed in accordance with a request by the Commission hereunder, the Commission shall be relieved of all obligations with respect to the uranium enriched in the isotope U-235 for which contracts have been so requested.

C. The enriched uranium supplied hereunder may contain up to twenty percent (20%) in the isotope U-235. A portion of the uranium enriched in the isotope U-235 supplied hereunder may be made available as material containing more than twenty percent (20%) in the isotope U-235 when the Commission finds there is a technical or economic justification for such a transfer.

D. It is understood, unless otherwise agreed, that, in order to assure the availability of the entire quantity of uranium enriched in the isotope U-235 allocated hereunder for a particular reactor project described in the Appendix, it will be necessary for the construction of the project to be initiated in accordance with the schedule set forth in the Appendix and for the Government of the Republic of China or persons authorized by it to execute a contract for that quantity in time to allow the Commission to provide the material for the first fuel loading. It is also understood that, if the Government of the Republic of China or persons authorized by it desire to contract for less than the entire quantity of uranium enriched in the isotope U-235 allocated for a particular project or terminate the supply contract after execution, the remaining quantity allocated for that project shall cease to be available and the maximum adjusted net quantity of U-235 provided for in Article IX shall be reduced accordingly, unless otherwise agreed.

E. Within the limitations contained in Article IX, the quantity of uranium enriched in the isotope U-235 transferred under Article VI, paragraph B or Article VII and under the jurisdiction of the Government of the Republic of China for the fueling of reactors or reactor experiments shall not at any time be in

約規定。茲瞭解若契約未能依照委員會按本條款提出之請求履行，則委員會將被免除契約內有關濃化U—二三五之鈾之一切責任。

丙、由本協定授權所提供之濃化鈾中U—二三五同位素含量可達百分之二十。如委員會認為在技術或經濟上有其理由，則依此所供應之濃化U—二三五同位素之鈾之部分可含U—二三五超過百分之二十。

丁、茲瞭解，除非另有協議，則為欲確保濃化U—二三五同位素鈾，供附件中所定某一特定反應器計劃所需之濃化U—二三五同位素之鈾之全部供應無虞，該計劃之按附件中所定日程開始執行，以及中華民國政府或經其授權之人之按期執行該部分契約乃屬必要，以期委員會得以提供首次燃料裝填所需原料。茲並瞭解，如中華民國政府或經其授權之人意欲在契約中接受少於配予該一特定計劃總額之濃化U—二三五同位素之鈾，或在開始執行後終止供應契約，則除非另有協議，將不復能獲得原配予該計劃之剩餘數量，而第九條所規定之最高調整後U—二三五淨額亦須照額遞減。

戊、在第九條所定限額之內，按第六條乙項或第七條移交至中華民國政府管轄之下，供作反應器燃料填裝及反應器實驗用之濃化U—二三五同位素之鈾之數量；無論何時均不應超過須填裝此類反應器或

excess of the quantity thereof necessary for the loading of such reactors or reactor experiments, plus such additional quantity as, in the opinion of the Parties, is necessary for the efficient and continuous operation of such reactors or reactor experiments.

F. When any special nuclear material received from the United States of America pursuant to this Agreement or the superseded Agreement requires reprocessing, or any irradiated fuel elements containing fuel material received from the United States of America pursuant to this Agreement or the superseded Agreement are to be removed from a reactor and are to be altered in form or content, such reprocessing or alteration shall be performed in facilities acceptable to both Parties upon a joint determination of the Parties that the provisions of Article XI may be effectively applied.

G. Special nuclear material produced as a result of irradiation processes in any material part of the fuel that may be leased by the Commission under this Agreement or the superseded Agreement shall be for the account of the lessee and, after reprocessing as provided in paragraph F of this Article, title to such produced material shall be in the lessee unless the Commission and the lessee otherwise agree.

H. No special nuclear material produced through the use of material transferred to the Government of the Republic of China or to authorized persons under its jurisdiction, pursuant to this Agreement or the superseded Agreement, will be transferred to the jurisdiction of any other nation or group of nations, except as the Commission may agree to such a transfer.

I. Some atomic energy materials which the Commission may be requested to provide in accordance with this Agreement, or which have been provided by the Commission under the superseded Agreement, are harmful to persons and property unless handled and used carefully. After delivery of such materials, the Government of the Republic of China shall bear all responsibility, insofar as the Government of the United

反應器實驗所需燃料數量，外加締約雙方認為此類反應器或反應器實驗保持有效及連續之運轉所需數量。

已、當依據本協定或被替代之協定自美利堅合眾國取得之任何特種核子原料需要再煉之時，或任何含有燃料物質並經照射過之燃料元件根據本協定或被替代之協定取自美利堅合眾國之而需自反應器中移出，且須改變其形狀或含量時，此種再煉或改變必須在締約雙方均能接受，且經締約雙方共同鑑定能有效適用第十一條規定之設施中加以實施。

庚、委員會依本協定或被替代之協定所租借之燃料之任何部分，經照射過程所產生之特種核料應為承租人所有；除非本委員會與承租人另有協議，則依本條已項之規定經再煉所產生之特種核料，其權利屬於承租人。

辛、因使用依本協定或被替代之協定移交中華民國政府或受其管轄之經授權之人之原料所產生特種核料，不得移交與任何一國或數國管轄，但經委員會同意移交者，不在此限。

壬、委員會被請求依本協定所提供，或委員會依被替代之協定所曾提供之某些原子能原料，除非細心處理及使用，有害於人員及財產。在此等原料交付之後，就美國政府而言，中華民國政府應對該等原料之安全處理及使用負全部責任。

States of America is concerned, for the safe handling and use of such materials. With respect to any special nuclear material or fuel elements which the Commission may, pursuant to this Agreement, lease to the Government of the Republic of China or to any person under its jurisdiction, or may have leased pursuant to the superseded Agreement to the Government of the Republic of China or to any person under its jurisdiction, the Government of the Republic of China shall indemnify and save harmless the Government of the United States of America against any and all liability (including third party liability) for any cause whatsoever arising out of the production or fabrication, the ownership, the lease and the possession and use of such special nuclear material or fuel elements after delivery by the Commission to the Government of the Republic of China or to any person under its jurisdiction.

ARTICLE IX

The adjusted net quantity of U-235 in enriched uranium transferred from the United States of America to the Republic of China under Articles IV, VI, and VII during the period of this Agreement for Cooperation or under the superseded Agreement shall not exceed in the aggregate 22,450 kilograms. The following method of computation shall be used in calculating transfers, within the ceiling quantity of 22,450 kilograms of U-235, made under the said Article or the superseded Agreement:

From:

- (1) The quantity of U-235 contained in enriched uranium transferred under the said Articles or the superseded Agreement, minus
- (2) The quantity of U-235 contained in an equal quantity of uranium of normal isotopic assay,

Subtract:

- (3) The aggregate of the quantities of U-235 contained in recoverable uranium of United

關於委員會依本協定租借與或依被替代之協定所曾租借與中華民國政府或受其管轄之任何人之任何特種核料或燃料元件，中華民國政府在委員會將其交付與中華民國政府或受其管轄之任何人之後，應補償及維護美利堅合眾國政府，俾其不因生產或製造，擁有租借及持有並使用該特種核料或燃料元件而負起責任（包括對第三者之責任）。

第 九 條

在本合作協定期間內，依第四條、第六條及第七條之規定或依舊協定之規定，美國所移交中華民國濃化鈾之U—二三五，其調整後之淨額總共不得超過二萬二千四百五十公斤。依前述各條或被替代之協定，在U—二三五最高數量為二萬二千四百五十公斤之範圍內，依下列方式計算移交之數量。

自

- (一)依前述各條或被替代之協定所移交濃化鈾所含U—二三五之數量，扣減
- (二)同等數量之天然鈾中所含U—二三五同位素成份之數量；並減除
- (三)經美國政府同意，依照本協定或被替代之協定而歸

States origin either returned to the United States of America or transferred to any other nation or group of nations with the approval of the Government of the United States of America pursuant to this Agreement or the superseded Agreement, minus

- (4) The quantity of U-235 contained in an equal quantity of uranium of normal isotopic assay.

ARTICLE X

The Government of the Republic of China guarantees that:

(1) Safeguards provided in Article XI shall be maintained.

(2) No material, including equipment and devices, transferred to the Government of the Republic of China or authorized persons under its jurisdiction by purchase or otherwise pursuant to this Agreement or the superseded Agreement, and no special nuclear material produced through the use of such material, equipment or devices will be used for atomic weapons, or for research on or development of atomic weapons, or for any other military purpose.

(3) No material, including equipment and devices, transferred to the Government of the Republic of China or to authorized persons under its jurisdiction pursuant to this Agreement or the superseded Agreement will be transferred to unauthorized persons or beyond the jurisdiction of the Government of the Republic of China except as the Commission may agree to such a transfer to the jurisdiction of another nation or group of nations, and then only if, in the opinion of the Commission, the transfer of the material is within the scope of an Agreement for Cooperation between the Government of the United States of America and the other nation or group of nations.

ARTICLE XI

A. The Government of the Republic of China and the Government of the United States of America em-

還美國或移交與任一他國或數國之原屬美國而含於可收回鈾中之U—二三五全部數量，再扣減

- (四)同等數量之天然鈾中所含U—二三五之數量。

第十條

中華民國政府茲保證：

(一)第十一條所規定之保防應予以維持；

(二)凡經由購買或依照本協定或被替代之協定而移交與中華民國政府或在其管轄下經授權之人之材料，包括設備及裝置，以及由於使用該等材料、設備或裝置所產生之特種核料，概不得用於原子武器或原子武器之研究及發展或任何其他軍事目的。

(三)凡依照本協定或被替代之協定所移交中華民國政府或在其管轄下經授權之人之材料包括設備及裝置，概不得移交與未經授權或不受中華民國政府管轄之人。惟經委員會同意移交與另一國家或數國管轄，且委員會認為此項材料之移交，係在美國與另一國家或數國之合作協定範圍之內者，不在此限。

第十一條

甲、中華民國政府及美國政府茲強調其共同利益在於保證依本協

phasize their common interest in assuring that any material, equipment or devices made available to the Government of the Republic of China or any person under its jurisdiction pursuant to this Agreement or the superseded Agreement shall be used solely for civil purposes.

B. Except to the extent that the safeguards rights provided for in this Agreement are suspended by virtue of the application of safeguards of the International Atomic Energy Agency, as provided in Article XII, the Government of the United States of America, notwithstanding any other provisions of this Agreement, shall have the following rights:

(1) With the objective of assuring design and operation for civil purposes and permitting effective application of safeguards, to review the design of any

(a) reactor, and

(b) other equipment and devices the design of which the Commission determines to be relevant to the effective application of safeguards,

which are to be made available under this Agreement, or have been made available under the superseded Agreement, to the Government of the Republic of China or to any person under its jurisdiction by the Government of the United States of America or any person under its jurisdiction, or which are to use, fabricate or process any of the following materials so made available: source material, special nuclear material, moderator material, or other material designated by the Commission;

(2) With respect to any source material or special nuclear material made available to the Government of the Republic of China or to any person under its jurisdiction under this Agreement or the superseded Agreement by the Government of the United States of America or any person under its jurisdiction and any source material or

定或被替代之協定所提供與中華民國政府或受其管轄之任何人之任何材料、設備或裝置僅得使用於民用目的。

乙、除非依第十二條之規定，適用國際原子能總署之保防，而中止本協定規定之保防權利外，本協定雖另有其他規定，美國政府仍應享有下述權利：

(一)為保證設計及運轉僅及於民用目的並有效實施保防起見，得檢查

(甲)任何反應器之設計，及

(乙)其他設備及裝置之設計而該項設計係經該委員會認為與有效實施保防有關者；

該等反應器及其他設備及裝置，係美國政府或受其管轄之任何人，依本協定所提供或依被替代之協定所曾提供與中華民國政府及受其管轄之任何人；或係旨在使用、製造或加工下列經提供之任何一種材料者：源料、特種核料、緩和劑材料或該委員所指定之其他材料；

(二)對於美國政府或受其管轄之人依本協定或被替代之協定所提供與中華民國政府或受其管轄之人之任何源料或特種核料，以及對於因使用下列經提供之任一種材料、設備或裝置而利用，還

special nuclear material utilized in, recovered from, or produced as a result of the use of any of the following materials, equipment or devices so made available:

- (a) source material, special nuclear material, moderator material, or other material designated by the Commission,
- (b) reactor, and
- (c) any other equipment or devices designated by the Commission as an item to be made available on the condition that the provisions of this paragraph B (2) will apply,

(i) to require the maintenance and production of operating records and to request and receive reports for the purpose of assisting in ensuring accountability for such materials, and

(ii) to require that any such material in the custody of the Government of the Republic of China or any person under its jurisdiction be subject to all of the safeguards provided for in this Article and the guarantees set forth in Article X;

(3) To require the deposit in storage facilities designated by the Commission of any of the special nuclear material referred to in paragraph B (2) of this Article which is not currently utilized for civil purposes in the Republic of China and which is not transferred pursuant to Article VIII or otherwise disposed of pursuant to an arrangement mutually acceptable to the Parties;

(4) To designate, after consultation with the Government of the Republic of China, personnel who, accompanied, if either Party so requests, by personnel designated by the Government of the Republic of China, shall have access in the Republic of China to all places and data necessary to account for the source material and special nuclear material which are subject to paragraph B (2) of this Article to determine whether there is compliance with this Agreement and to make such

原或產生之任何源料或特種核料；

(甲)源料、特種核料、緩和劑材料、或該委員會所指定之其他材料，

(乙)反應器，及

(丙)委員會在本條乙項第(二)款得以適用之條件下所指定為可提供之項目之任何其他設備或裝置，

美國政府

1. 得請求維護及製作使用紀錄，並得為協助保證對該等材料之責任起見，要求及收受報告，以及

2. 對中華民國政府或受其管轄之任何人所保管之任何該等材料，得請求其應受本條所規定之全部保防及第十條所規定之保證之拘束；

(三)對本條乙款等(二)項所提，現時在中華民國境內非使用於民用目的，且非依第八條所移交，或依雙方互相同意之協議所處置之任何一種特種核料，得請求其存在該委員會所指定之貯藏設施；

(四)在與中華民國政府磋商後，得指定人員，並在任何一方之請求下由中華民國政府所指定之人員陪同，得在中華民國境內各地區，獲取有關受本條乙款第(二)項拘束之源料及特種核料之必需資料，俾使前述人員憑以為必需之獨立權衡，決定是否已遵照本協定行事，

independent measurements as may be deemed necessary;

(5) In the event of noncompliance with the provisions of this Article or the guarantees set forth in Article X and the failure of the Government of the Republic of China to carry out the provisions of this Article within a reasonable time, to suspend or terminate this Agreement and to require the return of any materials, equipment and devices referred to in paragraph B (2) of this Article;

(6) To consult with the Government of the Republic of China in the matter of health and safety.

C. The Government of the Republic of China undertakes to facilitate the application of safeguards provided for in this Article.

D. The personnel designated by the Government of the United States of America in accordance with paragraph B(4) of this Article shall not, except pursuant to their responsibilities to that government, disclose any industrial secret or other confidential information coming to their knowledge by reason of their duties under that paragraph.

ARTICLE XII

A. The Government of the Republic of China and the Government of the United States of America note that, by an agreement signed by them and the International Atomic Energy Agency on September 21, 1964, the Agency has been applying safeguards to materials, equipment and facilities transferred to the jurisdiction of the Government of the Republic of China under the superseded Agreement. The Parties, recognizing the desirability of continuing to make use of the facilities and services of the International Atomic Energy Agency, agree that Agency safeguards shall continue to apply to materials, equipment and facilities transferred under the superseded Agreement or to be transferred under this Agreement.

(五)遇有違反本條之規定及第十條所提定之保證及中華民國政府未能在合理期間內履行本條之規定時，得中止或廢止本協定，並得請求歸返本條乙項第(二)款所述之任何原料及材料、設備及裝置。

(六)與中華民國政府就衛生及安全事項舉行磋商。

丙、中華民國政府允諾對本條所規定保防之採用，予以便利。

丁、美國政府依本條乙項第四款所指定之人員，除非依照彼等對該政府所負之義務，不得洩露彼等依該款職責而獲知之任何工業機密或其他秘密情報。

第十二條

甲、中華民國政府及美國政府茲注意，由於彼等與國際間原子能總署於一九六四年九月廿一日所簽訂之協定，該總署對依被替代之協定移交與中華民國政府管轄之材料、設備及便利，迄仍採取保防。締約雙方確認繼續利用國際原子能總署提供之便利及勞務為可行，爰同意該總署之保防，應繼續適用於依被替代之協定所已移交或依本協定即將移交之材料、設備及便利。

B. The continued application of Agency safeguards pursuant to this Article will be accomplished either as provided in the above-mentioned trilateral agreement among the Parties and the Agency, as it may be amended from time to time or supplanted by a new trilateral agreement, or as provided in an agreement entered into between the Government of the Republic of China and the International Atomic Energy Agency pursuant to Article III of the Treaty on the Non-Proliferation of Nuclear Weapons. It is understood that, without modification of this Agreement, the safeguards rights accorded to the Government of the United States of America by Article XI of this Agreement will be suspended during the time and to the extent that the Government of the United States of America agrees that the need to exercise such rights is satisfied by a safeguards agreement as contemplated in this paragraph.

C. In the event the applicable safeguards agreement referred to in paragraph B of this Article should be terminated prior to the expiration of this Agreement and the Parties should fail to agree promptly upon a resumption of Agency safeguards, either Party may, by notification, terminate this Agreement. In the event of such termination by either Party, the Government of the Republic of China shall, at the request of the Government of the United States of America, return to the Government of the United States of America all special nuclear material received pursuant to this Agreement or the superseded Agreement and still in its possession or in the possession of persons under its jurisdiction. The Government of the United States of America will compensate the Government of the Republic of China or the persons under its jurisdiction for their interest in such material so returned at the Commission's schedule of prices then in effect in the United States of America.

ARTICLE XIII

The rights and obligations of the Parties provided for under this Agreement shall extend to the extent

乙、依本條之規定總署保防之繼續適用將依上述締約雙方與總署所簽訂之可隨時修訂，或為新訂之三邊協定所取代之現行三邊協定；或依國際原子能總署與中華民國政府遵照禁止核子武器擴散條約第二條所達成之協議，予以完成。茲瞭解，在美國政府就行使保防權之需要，認為業經由本項所規定之保防協定，圓滿達成時，則依本協定第十一條所授予美國政府之保防權即告中止，而無須修改本協定。

丙、遇有本條乙項所提及可採行之保防協定，在本協定屆滿前即告終止時，且雙方無法迅速就恢復總署之保防而達成協議時，任何一方得通知對方廢止本協定。遇有任何一方為如此之廢止時，中華民國政府應循美國政府之要求，將所有依本協定或被替代之協定所收受，且迄仍為其或受其管轄之人所持有之特種核料歸返美利堅合眾國。美利堅合眾國政府將依該委員會所訂之當時在美國有效之價格表，對中華民國政府或受其管轄之人，補償彼等對所歸返之原料之利益。

第十三條

本協定所規定雙方之權利及義務應在可採行之範圍內，延伸及依

applicable, to cooperative activities initiated under the superseded Agreement, including, but not limited to, information, materials, equipment and devices transferred thereunder.

ARTICLE XIV

The "Agreement for Cooperation Between the Government of the Republic of China and the Government of the United States of America Concerning Civil Uses of Atomic Energy" signed on July 18, 1955, as amended, is superseded by this Agreement on the date this Agreement enters into force.

ARTICLE XV

This Agreement shall enter into force on the date on which each Government shall have received from the other Government written notification that it has complied with all statutory and constitutional requirements for entry into force of such Agreement and shall remain in force for a period of thirty (30) years.

IN WITNESS WHEREOF, the undersigned, duly authorized, have signed this Agreement.

DONE at Washington, in duplicate, this fourth day of April, 1972

For The Government of The Republic of China:

(signed)

James C. H. Shen

For The Government of The United States of America:

(signed)

Marshall Green

* * *

APPENDIX

REPUBLIC OF CHINA'S ENRICHED URANIUM
POWER REACTOR PROGRAM:

被替代之協定所發起之合作活動，包括，但不限於，依該協定所移交之情報、材料、設備及裝置。

第十四條

一九五五年七月十八日所簽訂且經修訂之「中華民國政府與美利堅合眾國政府民用原子能合作協定」，自本協定生效之日起，即為本協定所替代。

第十五條

本協定自兩國政府接獲對方政府書面通知業已完成本協定生效之法律及憲法手續之日起發生效力，並在三十年內繼續有效。

為此，下列經合法授權之兩國代表爰於本協定簽字，以昭信守。

本協定共繕兩份，於公曆一九七二年四月四日訂於華盛頓。

中華民國政府代表

沈劍虹（簽字）

美利堅合眾國政府代表

馬歇爾葛林（簽字）

中華民國陸拾壹年貳月貳拾陸日於
臺北

* * *

附 錄

中華民國之濃化鈾動力反應器
之計劃：

(1)	(2)	(3)	(4)
Reactors	Start of construction	Criticality date	Total kgs. U-235 required
A. Chin Shan I 600MWe, BWR	1970	1975	11.500
B. Chin Shan II 600MWe, BWR	1973	1978	10.700
Total			22.200

1.	2.	3.	4.
反應器	開始建造	臨界日期	所需U-235總量(公斤)
甲、金山一號 600	1970	1975	11.500
乙、金山二號 600	1973	1978	10.700
共計			22.200

EXCHANGE OF NOTES BETWEEN THE
GOVERNMENT OF THE REPUBLIC OF
CHINA AND THE GOVERNMENT OF THE
UNITED STATES OF AMERICA
AMENDING THE RELATING TO
AGRICULTURAL COMMODITIES

Signed and exchanged on April 12, 1972;
Entered into force on April 12, 1972.

- I. Note from Mr. Walter P. McConaughy, American Ambassador to Mr. Chow Shu-kai, Chinese Minister of Foreign Affairs.

Taipei, April 12, 1972

No. 6

Excellency:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on January 14, 1971, and propose that part II be amended as follows:

"Item I, Commodity Table: Under column headed supply period (U.S. Fiscal Year) change second line to read- '1972 and 1973'.

"Item III, Usual Marketing Table: Under column headed Import Period (U.S. FY) change second line to read: '1972 and 1973'; under column headed Usual Marketing Requirement, change second line to read: '260,000 bales each year of which

中美修正「關於民國五
十六年十二月十二日
農產品出售協定之
補充暨修正協定」
之換文

六十一年四月十二日簽換；
六十一年四月十二日生效。

甲、美國駐華大使馬康衛致外交部
部長周書楷照會
(中譯文)

逕啟者：

關於 貴我兩國政府代表於一九七一年一月十四日簽訂之農產品協定，本大使茲建議將其第二章修正如下：

「(一)產品表：供應期間（會計年度）欄第二行修正為「一九七二年及一九七三年」。

「(三)正常市場交易表：進口期間（會計年度）欄第二行修正為「一九七二年及一九七三年」；正常市場交易規定欄第二行修正為「每年二六〇、〇〇〇包，其中