

**FRAMEWORK COOPERATION AGREEMENT
IN THE FIELD OF RADIATION PROTECTION AND
NUCLEAR SAFETY**

AEC

IRSN

**FRAMEWORK COOPERATION AGREEMENT
IN THE FIELD OF RADIATION PROTECTION AND
NUCLEAR SAFETY**

MADE BY AND BETWEEN:

THE ATOMIC ENERGY COUNCIL (AEC), HAVING ITS REGISTERED OFFICE IS AT 2F, NO.80, SECTION 1, CHENG-GONG ROAD, YONG-HO DISTRICT, NEW TAIPEI CITY, 23452, TAIWAN AND REPRESENTED BY ITS DEPUTY MINISTER,

HEREUNDER REFERRED TO AS “AEC”,

And

L’Institut de Radioprotection et de Surete Nucleaire, (Institute for Radiation Protection and Nuclear Safety) having its registered office at 31 avenue de la Division Leclerc, 92260, Fontenay-aux-Roses, France, and represented by its Director General,

Hereunder referred to as “IRSN”,

Hereafter referred individually as “Party” or collectively as “Parties”

PREAMBLE

The Atomic Energy Council, Taiwan ("AEC") and L'Institut de Radioprotection et de Surete Nucleaire (Institute for Radiation Protection and Nuclear Safety), France ("IRSN"),

RECOGNIZING the importance of a further cooperation in the field of radiation protection and nuclear safety, which will be mutually beneficial for ensuring the soundness of nuclear and radiation safety in Taiwan and France,

DESIRING to cooperate in the field of radiation protection and nuclear safety,

WHEREAS AEC and IRSN and share the view that the cooperation in the field of radioactive protection and nuclear safety, in the spirit of mutual benefit, equality and reciprocity on non-commercial basis, is of vital importance for the promotion of peaceful uses of nuclear energy in Taiwan and in France,

The Parties have agreed as follows:

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1 OBJECTIVE

This frame agreement (hereafter “Agreement” or “Frame Agreement”) defines the general terms and conditions under which the Parties will cooperate, on a balanced basis, on specific topics they have selected in the Field only for peaceful purposes. **Appendix A** specifies the initial list of technical and scientific topics that the Parties intend to initiate. This Agreement doesn’t apply to non-balanced cooperation between the Parties, i.e. services.

2 FIELDS OF COOPERATION

2.1 Definitions

“**Field**” means each of the fields of cooperation within which the Parties envisage to collaborate.

“**SA**” or “**Specific Actions**” means cooperative activities to be performed or implemented by the Parties, which is formalized either in a Project Action Sheet or by a Specific Contract signed by both Parties. Specific Actions are covered either directly by the Agreement if implemented through the signature of a Project Action Sheet or by an Implementing Agreement, as the case may be.

“**Project Action Sheet**” or “**PAS**” means the implementing sheet signed by the appropriate representatives of the Parties, providing for specifications of a Specific Actions, such as the name of personnel, technical description of the project, place and duration of the project, etc.

“**Implementing Agreement**” means an agreement entered into between the Parties, covered by the Agreement, the purpose of which is, *inter alia*, to define Specific Actions, to be performed in one Field or transversally in several Fields, or to specify the scope of one or several Fields.

“**Confidential Information**” means information, which is protected from public disclosure under the laws, regulations, and policies of the designated representative of a Party providing the information and which has been transmitted and received in confidence, or is otherwise restricted by the provider.

2.2 Coverage of the fields of cooperation

The Fields of cooperation covered by this Agreement may include :

- a) Fuel Cycle, radioactive waste management, and spent fuel storage and disposal;

- b) Decommissioning of nuclear facilities;
- c) Nuclear emergency preparedness and response;
- d) Notification of severe nuclear accidents and assistance in the event of nuclear accident at all types of nuclear facilities;
- e) Nuclear science and nuclear safety;
- f) Research infrastructure;
- g) Radiation protection and environmental radiation monitoring.

Other Fields may be added by the written agreement of both Parties.

Each Field is subdivided in several specific actions of cooperation, for each of which Specific Action may be defined by the Parties and performed under the terms of a PAS or an Implementing Agreement, and as the case may be, pursuant to Article 4.

2.3 Specific Actions

Within the Fields of cooperation, the Parties will define Specific Actions, which may take any of the forms of cooperation set forth hereinafter.

3 FORMS OF COOPERATION

Cooperation under this Frame Agreement may include but are not limited to:

- a) Communication of general information in the Fields;
- b) Exchange of technical and scientific information covered by Appendix A or mutually agreed according to Article 5;
- c) Short visits of each Party's employees for the needs of this Frame Agreement;
- d) Exchange or use of and access to materials, software or installations;
- e) Training through research activities in the Field (excluding training services);
- f) Visit of Parties' staff for the needs of this Frame Agreement;
- g) Participation of one Party to R&D programmes performed by the other Party;
- h) Implementation of joint studies, or projects.

Other specific forms of cooperation may be mutually agreed upon in writing by the Parties.

4 IMPLEMENTATION OF COOPERATION

4.1 Project Action Sheet (PAS)

Implementation of cooperation mentioned in articles 3 a), 3 b), 3 c) and 3 f) will be subjected to a Project Action Sheet, written in English for which the mandatory format is given in **Appendix B**.

The Project Action Sheet will be co-signed by the Coordinator and the Technical Correspondent defined in article 5.

A Project Action Sheet cannot content any provisions contrary to this Agreement.

4.2 Implementing Agreements

Implementation of any other Action except those mentioned in article 3 a), 3 b), 3 c) and 3 f) here above shall be subject to an Implementing Agreement written in English, signed and agreed upon the Parties, for which a template is given in **Appendix C**.

Each Implementing Agreement shall include:

- purpose and scope of the cooperation;
- specific conditions of the Action (including, if necessary, visit of staff, review meetings, specific confidentiality conditions if any, specific rights of use, expenses coverage etc.);
- financial conditions if necessary;
- organizational scheme of the Action (Technical Correspondents, etc.);
- duration/schedule of the Action;
- a Technical Appendix including a detailed description of the Action.

4.3 Each Action will be prepared by the Coordinators in association with the related Technical Correspondents defined in Article 5 and agreed between the Parties.

5 COORDINATION

5.1 Coordinator

5.1.1 Role

Each Party will designate a coordinator (hereafter the "Coordinator") in charge of leading and coordinating the activities performed in the frame of this Agreement.

Each Coordinator is in charge of:

- maintaining liaison with his/her counterpart;

- carrying out the general coordination of the cooperation under this Agreement;
- identifying the Actions, preparing and discussing their detailed contents, in close association with the related and concerned technical correspondent designed by each Party depending of each Action concerned (hereafter the “Technical Correspondent”);
- reviewing the global balance of the cooperation between the Parties;
- preparing and discussing the provisions of each Project Action Sheet and each Implementing Agreement to be proposed and agreed upon by both Parties;.
- reviewing and updating the list Appendix A;
- follow up Actions covered by Project Action Sheets or Implementing Agreements and propose updates to be agreed upon by both Parties.

5.1.2 Meetings

The Coordinators shall convene meetings at least every 18 months, and at any time when necessary alternatively in Taiwan and France. The coordinators may nominate other suitable persons to represent them or to attend meetings. The meetings are prepared by the coordinators.

All notifications and correspondence under this Agreement shall be sent to the coordinators.

5.1.3 Nomination

The Parties shall communicate to each other in writing the nomination and any changes with regard to the coordinators mentioned in 5.1.1.

5.2 Technical Correspondent

Each Party will designate a Technical Correspondent for each Project Action Sheet and Implementing Agreement.

Each Technical Correspondent will be in charge of:

- maintaining liaison with his/her counterpart;
- proposing and discussing the detailed technical and scientific contents of each Action in close association with his/her Coordinator;
- these detailed contents will be the content of technical appendices of Implementing Agreements or technical descriptions of Project Action Sheets to be prepared by the Coordinators;
- reporting results ensuing from these activities to his/her Coordinator.

6 FINANCIAL PROVISIONS

6.1 As a general rule, the cooperation will not induce any transfer of money between the Parties except in specific cases jointly agreed in Implementing Agreements only.

6.2 Charge of expenses for the needs of implementing the Actions in the framework of this Agreement shall be allocated by the Parties on mutual approval in each specific case and allocation of charges between the Parties shall be mentioned in each Implementing Agreement in the Financial Appendix.

6.3 Both Parties will abide by the conditions of organization for visits and exchange of staff defined and agreed in the Implementing Agreements.

7 INTELLECTUAL PROPERTY, RIGHT OF USE AND ACCESS RIGHTS

7.1 General Description

The intellectual property provisions described in the present article 7 are applicable by default, and Parties may choose other provisions by mutual approval under an Implementing Agreement to take into account financing by the Parties or to respect the contractual provisions with a third party for example.

For purposes of this Agreement, "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.

Each Party, through its designated coordinator, 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 present Article 7. This Article 7 does not otherwise alter or prejudice the allocation between a Party and its nationals, which shall be determined by that Party's laws and practices.

The parties will consult each other, as appropriate and if circumstances so require, on issues relating to intellectual property and rights thereto including the necessity of separate written agreements, ensure that the intellectual property and rights thereto, including all copyrights and patents, in and to any materials or invention produced by either party, their employees and subcontractors arising from the cooperation between the parties are protected and owned by the relevant party and can be used by the parties to further their respective roles of fostering the

exchange and dissemination of information as provided in this Agreement.

7.2 Definitions

"Data Base" means data base files, either in machine readable, compiled and/or executable form, or in "Source Code", i.e. in human readable form and its documentation including technical information relating to the design, development, use or maintenance of any version of a data base which may be composed of Software in whole or in part.

"Prior Knowledge" means any information and technical and/or scientific knowledge whether patentable or not, held by and/or owned by a Party having appropriate rights to use it for the implementation of a Project Action Sheet or Implementing Agreement and prior to their Effective Date (date of last signature) or developed by it independently which is necessary or useful to the implementation of collaboration. Prior Knowledge includes copyrights or other intellectual property rights (including but not limited to Patents, Software, data base, trademark, models) pertaining to such Information and/or Technical and/or scientific knowledge.

"Research and Development Activities" [R&D activities] : for the needs of this Agreement, research and development activities shall also cover, for IRSN, the performance of assessments on behalf of third parties, such as national/foreign authorities or operators.

"Results" means the results, including information, whether or not patentable, which are generated by the implementation of an Action under this Frame Agreement. Such results include notably rights related to copyright; design rights; patent rights; plant variety rights; or similar forms of protection as may be existing in Taiwan or in France. The Results may be either Own Results (as defined in 7.3.3) or Joint Results (as defined in 7.4.1.1).

"Software" means software programs, either in "Object Code", i.e. in machine readable, compiled and/or executable form, or in "Source Code", i.e. in human readable form and its documentation including technical information relating to the design, development, use or maintenance of any version of a software program (hereafter "Software").

7.3 Prior Knowledge

The provisions of Article 8 on confidentiality apply, when its conditions are met, to Prior Knowledge, in addition to the following provisions:

7.3.1 Access rights to Prior Knowledge for implementation of Project Action Sheet or Implementing Agreement

Subject to the conclusion of an Implementing Agreement or Project Action Sheet, where both Parties will specify what Prior Knowledge needs to be accessed in order to carry its own work under one or several Actions, a non-transferable and non-exclusive access rights to Prior Knowledge shall be granted to the other Party, to the extent necessary to enable this Party to carry out its own work under one or several Actions of this Frame Agreement provided that the Party concerned is entitled to grant them.

Such access rights shall be granted on a royalty-free basis, unless otherwise agreed in written by both Parties.

Access to Software, Data-base, specific material and access to installation may be subject to other specific agreements as provided in Article 4.2 here above.

7.3.2 Access rights to Prior Knowledge for use of Results

Parties shall enjoy access rights to prior Knowledge, if it is needed and necessary to use the Results, provided that the Party concerned is entitled to grant them. Subject to prior written agreement and specific contract such access rights shall be granted under fair and reasonable conditions agreed between both Parties.

7.3.3 Access rights to Own Results

For the purposes of this Agreement, "Own Results" means Results created independently by one Party without the participation of the other Party in the frame of a Technical Sheet (e.g. assessment of a software owned by a Party with experimental data of the other Party, comparison of software, simulations.).

Each Party grants access rights to Own Results it creates to the other Party, including whatever rights are needed on such information in order to be able to reproduce, represent and perform the party's Own Results, as and where there are created, obtained from the work of a Party issued from the use of the Prior Knowledge or Own Results.

This access right to the other party's Own Result covers only the right to use the other Party' Own Result, for research and development activities of the Parties, free of charge, in their own territory of activity respectively, for the duration of protection of the results if covered by an intellectual property right, or until such information remains of a confidential nature if it is not protected by any intellectual property right; the access right does not include the right to sublicense, unless otherwise agreed between the Parties.

Any other use of the other Party's Own Results may be granted at the absolute discretion of the owner Party.

7.4 Results

7.4.1 Definitions and property of Joint Results

7.4.1.1 General provisions

Unless otherwise stated therein, any Result carried out during implementation of an Implementing Agreement shall be jointly owned by both Parties ("Joint Results"). The patent applications for Joint Results which appear to be patentable will be filed at both Parties' names, at their shared costs in all countries where there is a mutual filing agreement, and in the name and at the costs of anyone of the Parties in any other country, subject to the other Party waiving its rights in the country concerned.

Joint Results expressly exclude Results comprised in all or in part of Prior Knowledge. In this case the Party shall apply article 7.4.4.

A co-ownership agreement shall be concluded when Joint Result comprises patent, Software or data bases before any industrial or commercial use.

The Parties may decide under exceptional circumstances that Results may not be jointly owned but are to be considered as Own Results under. This derogation will be negotiated specifically in the concerned Implementing Agreement.

7.4.1.2 Co-ownership of intellectual property rights on Joint Results

Each party will assign parts of its share of intellectual property rights over the Joint Results to the other Party, which will accept, so that as a result thereof each Party holds all the necessary co-ownership rights over the Joint Results according to the provision here-above and so that both Parties become co-owners. Except if agreed otherwise, such co-ownership will be of equal shares for both Parties.

The rights include the utilization right, the reproduction right, the representation right, the modification rights subject to the limits of the natural person author rights, the right to lend or to hire, for all uses, for commercial and non-commercial purposes, advertising or non-advertising purposes, for all countries and for the duration of the copyrights if any or for an unlimited duration if the Joint Results are not protected by an intellectual property right.

7.4.2 Use of the Joint Results with no need to co-ownership agreement

Each of the Parties shall be entitled to use free of charge and without requiring for consent of the other Party, without any right to transfer its rights (subject to paragraph 2 of this Article 7.4.2) to third parties and on a non-exclusive basis the Joint Results in order to:

- execute the R&D activities on its own behalf;
- use Joint Results in their own installations or the installations which they operate;
- perform evaluation or investigation missions, at the request of for third parties, including safety authorities, provided this does not entail making the Joint Results available to such third parties.

Access rights given by a Party on a Joint Software or Joint Data Bases to a third party is not allowed without the other Joint owner prior written approval.

Each Party has the right to grant free of charge licenses of the Joint Results on a non-exclusive basis to third-parties, for scientific research of the licensee, without the right to sub-license and without the right to use the Joint Results for commercial purposes, subject to the following conditions:

- At least 45 days prior notice must be given to the other joint owner; and
- The notice in clause above must include the name of the intended third-party licensee. If the intended licensee can be demonstrated by the joint owner to be a direct competitor of that joint owner or that the granting of access will cause adverse effect on the other Party, then the joint owner can give the licensing Party a notice objecting to the grant of the license, which must include a justification for such notice, within the above mentioned 45 day notice period and, where such notice is reasonable, the Party must not grant the intended license.

7.4.3 Use of the Joint Results with need to sign a co-ownership agreement

Any other uses by the Parties or by third Party under the authorization of one of the Parties not specifically mentioned in 7.4.2, such as any commercial use of the Joint Results, shall be subject to specific written agreement such as co-ownership agreement or joint license unless otherwise decided in an Implementing Agreement.

7.4.4 Ownership of and Access right to Results comprising Prior Knowledge or improvement of Prior Knowledge

In case a Result comprises Prior Knowledge, in addition to the following provisions, all provisions of

Appendix D of this Agreement shall apply.

These Results comprising Prior Knowledge or consisting of improvements to Prior Knowledge shall be the exclusive property of the initial owning party on the corresponding Prior Knowledge.

The other Party shall however enjoy a license on these Results on a free of charge basis, for research and academic activities only; where needed, a separate document shall be signed between the Parties stating specific conditions of use, or such specific conditions may be addressed in the Specific Agreement.

This clause is not applicable to patentable Results for which articles 7.4.1.1 and 7.4.1.2 apply.

7.4.5 Assigning of rights over Joint Result to third party

Should one Party wish to assign its part of the Joint ownership over one of the Joint Results / Joint Software to a third party, the other Party shall have a pre-emptive right.

The Assigning Party will be free to assign its rights to a third party under terms which cannot be more favorable than those which would have been given to the other Party waiving its pre-emptive right within a period of three months from receiving notice of intention to assign by the Assigning Party.

The Assigning Party undertakes to inform the assignee of the terms of this article 7 and to ensure that it adheres to its obligations "as is".

7.4.6 Staff

Each Party shall put in place policy that assigns to the Party all rights in any intellectual property generated by the Party's personnel (or – in case of subcontracting – by the subcontractor or its personnel), so that the Party can efficiently assert ownership as required under Article 7 of this Agreement. If the foregoing is not possible under the applicable law, the policy must ensure that the Party acquires other legal title to the intellectual property as close as possible to ownership; in that case, other provisions of this Agreement shall be interpreted in a way to accommodate the changed legal title to the intellectual property. Upon a specific request of the other Party, the Party concerned shall provide in writing clarifications of its policy to assert the ownership or other legal title to the intellectual property.

8 CONFIDENTIALITY - DISSEMINATION ACTIVITIES

8.1 Each Party undertakes to keep strictly confidential and not to disclose nor to communicate to any third party, by any means whatsoever, any Confidential Information received from the other Party, unless the communicating Party has explicitly notified to the receiving Party that such proprietary information was not subject to secrecy, and to use such Confidential Information solely for the purpose of this Agreement. Each Party shall use at least the same degree of care in protecting Confidential Information against disclosure to any third party as it exercises in protecting its own confidential information.

8.2 The Parties undertake to keep confidential any information, documentation, data, reports referred to in Article 7, or any other material communicated to them by the other Party (i) as confidential or (ii) the disclosure of which may clearly be prejudicial to the other Party, until the information legitimately becomes publicly available through other parties or through work or actions lawfully performed outside (not based on Actions under this Agreement, PAS or Implementing Agreement) or has been made available to the receiving Party by another party without any confidentiality restrictions. This confidentiality obligation applies also to information communicated orally when such information shall be kept confidential, for instance in the context of information exchange through seminars and workshops.

8.3 Confidentiality of information exchanged orally or in writing in connection with this Agreement, a PAS or an Implementing Agreement shall be maintained for a period of five (5) years after its expiry or termination. Notwithstanding the foregoing, any Party may indicate when communicating information to the other Party that the confidentiality of such information shall be maintained even after the said five-year period.

8.4 The provisions of this Article shall not apply to Confidential Information for which the receiving Party can prove in writing that :

- such Confidential Information is or has become publicly known through no wrongful act on its party;
- such Confidential Information is available to the public and already known, at the time of disclosure by the disclosing Party ;
- such Confidential Information is rightfully received by the receiving Party from a third party without breach of any confidentiality obligation ;
- such Confidential Information was independently developed or discovered by the receiving Party without use of any Information ;

- such Confidential Information is disclosed pursuant to a judicial order, a lawful requirement of government agency ; or by operation of law, but then only to the extent so ordered; in such case the receiving Party will make its best efforts to timely advise the disclosing Party prior to disclosure.

8.5 This article does not prevent a Party to disclose confidential information to its supervisory administrative authorities or Ministries, to the extent such disclosure is an obligation on the Party or the right of the administrative authorities or Ministries to require such disclosure if imposed by applicable legal or regulatory provisions. Parties may disclose Confidential Information to their supervisory administrative authorities or Ministries on a need-to-know basis. Each Party agrees to be responsible for any breach of this Agreement committed by its supervisory administrative authorities or Ministries to the same extent as if they were a party to this Agreement.

8.6 The Parties shall impose the same obligations on their employees, who obtain knowledge of Confidential Information, as far as legally possible, even for the time after the termination of employment.

8.7 Transmission by a Party of Confidential Information under this Agreement shall not be construed as expressly or impliedly granting the receiving Party any Intellectual Property right in respect of any elements in relation to such Confidential Information, nor as a disclosure under patent law. Use of Information is governed by Article 7 exclusively.

8.8 Notification of Dissemination Activities

At least forty five (45) days prior notice of any dissemination activity shall be given to the other Party as the case may be through the meetings of the Coordinators, including sufficient information concerning the planned dissemination activity and the data envisaged to be disseminated on any Joint Result. Dissemination activity on Own Results shall be made at the sole discretion of the owning Party.

Following notification, the latter may object within 30 days of the notification to the envisaged dissemination activity if it considers that its legitimate interests in relation to its Prior Knowledge or Own Result could suffer disproportionately great harm. In such cases, the dissemination activity may not take place unless appropriate steps are taken to safeguard these legitimate interests. All publications or any other dissemination relating to Joint Result shall include the following statement to indicate that said Joint Result was generated in the framework of this Agreement and with the

other Party collaboration:

"The research leading to these results has been conducted by THE ATOMIC ENERGY COUNCIL OF TAIWAN - AEC and L'INSTITUT DE RADIOPROTECTION ET DE SURETE NUCLEAIRE, (THE FRENCH INSTITUTE FOR RADIATION PROTECTION AND NUCLEAR SAFETY) – IRSN .

For the avoidance of doubt, a Party shall not publish Own Result or Prior Knowledge of the other Party, even if such Own Result or Prior Knowledge is amalgamated with Party's Own Result or Joint Result, without the other Party's prior written approval.

9 STAFF

Each Party will be responsible for its staff in relation to activities undertaken pursuant to this Agreement, a PAS or an Implementing Agreement. For the purposes of this Agreement "staff" shall mean all persons associated with one Party, including (i) employees, (ii) guest researchers, (iii) persons under contracts similar to employment contracts (such as trainee) and (iv) any other persons whose actions can be reasonably attributed to that Party.

Each Party may be induced to receive on their premises the staff of the other Party.

Any exchange of staff higher than 400 hours/year or any exchange which may induce interference with premises or hardware under applicable domestic law shall be made conditional to the acceptance of specific conditions between the Parties (prevention plan on french side).

Subject to compliance with particular conditions of access specific to each Party, the Hosting Party shall give access to its sites, premises, equipment and support services (access to restricted areas possibly, restoration, etc.) necessary for the hosted Staff to carry out its occupational mission.

The employing Party whose staff is hosted (hereafter the "Assigning Party") shall disclose to the Hosting Party the necessary information about the skills of the staff in light of work to be performed. The Hosting Party will be free to accept or reject the proposed staff of the Assigning Party and may revoke any acceptance by invoking non-compliance by the staff with the rules of procedure applicable to external companies of the Hosting Party.

The Assigning Party will continue to assume in relation to the staff on assignment all its social and fiscal obligations and to exercise toward him all the disciplinary and administrative management

prerogatives. The Assigning Party shall also support the occupational mission expenses. However, the Implementing agreements may provide for the reimbursement of these costs by the hosting part directly to the Assigning Party.

The Assigning Party remains responsible for its staff for the application of the whole labor legislation and regulation, including as regards to the health and safety of staff. It will take all steps to ensure that its staff complies with the rules of procedure imposed to external companies of the Hosting Party, including working hours or any security measures to be applied for access and circulation on the sites and in the premises. The Hosting Party undertakes to provide to the Assigning Party a copy of the rules of procedure applicable to external companies at first request. It is also committed to take the appropriate measures to ensure that the hosting staff had knowledge of the said regulation.

The Assigning Party undertakes to carry out at its costs medical visits or specific training which could be imposed by reason of the nature of the work carried out within the Hosting Party pursuant to one of the domestic law of the Party.

10 LIABILITY

10.1 Damage

Each Party according to the domestic legislation in force bears all damages caused by its staff to the staff, material or premises of the other Party.

10.1.1 Personal damages to the staff of each Party

Each Party for its own account, is fully liable for the damages to its own staff, e.g. for the insurance coverage of its own staff for workers compensation and professional diseases, in accordance with the appropriate local regulatory and legal requirements. Consequently, each Party proceeds to the appropriate formalities, and sustains if any, all the costs associated to the insurances underwritten in order to cover its own staff against the risks.

Each Party shall inform the other Party of any claim or damage occurred during or consequent to any work, by the staff of other Party, employed by it, in order to proceed to the various regulatory and legal requirements.

Notwithstanding the above provisions, each Party is liable in compliance with the applicable law to

damages caused by its staff to the staff of the other Party in case such damages were caused by or contributed to by the gross negligence or wilful misconduct of that staff.

10.1.2 Damages to the other Party's properties

Each Party keeps for its own account, without any right of recoveries against the other Party, the damages caused to its own property by the staff of the other Party when the staff thereof put to its disposal, unless such damages were caused by or contributed to by the gross negligence or wilful misconduct of that staff.

10.2 Third party liability

In accordance with the appropriate local regulations, each Party remains liable for damages to third parties caused by its own staff, except if this staff is under the management and/or the control of the other Party, unless such damages were caused by or contributed to by the gross negligence or wilful misconduct of that staff.

10.3 Information

Each Party makes no representation, warranty, assurance or guarantee to the other Party with respect to the commercial nature or use, technical feasibility, accuracy, completeness and to any third party rights on any information supplied in the framework of this Agreement and its Implementing Agreement or Project Action Sheet pertaining to.

Any unspecified matter herein will be processed in accordance with relevant international conventions.

11 FORCE MAJEURE

11.1 None of the Party shall be held liable for any breach of performance of this Agreement or any Project Action Sheet or Implementing Agreement caused by an event of force majeure. Force majeure is defined for the purposes of this Agreement as an event beyond its control, that could not have been reasonably foreseen on the date of signature of the Agreement, the Project Action Sheet or the Implementing Agreement respectively, and whose effects cannot be avoided by appropriate remedies and that prevent the performance of one of its obligation. Unless the delay in performing its obligations required the termination of the Agreement or any Project Action Sheet or Implementing Agreement, the obligations that are

prevented to be performed for cause of force majeure are suspended for the duration of the event. However the other Party may choose to terminate the Agreement or any Project Action Sheet or Implementing Agreement if the delay lasts more than two (2) months by written notice send by mail with acknowledge of receipt. The event of force majeure shall be notified to the other Party as soon as possible.

11.2 The Parties intend to take as a case of force majeure any crisis situation involving a requisition by the national authorities of one or several laboratories of the Parties that prevents them to comply temporarily or permanently with one or more of its obligations under the Agreement or any Project Action Sheet or Implementing Agreement.

11.3 Any default of a product or work or delays in making them available for the purpose of performing this Agreement any Project Action Sheet or Implementing Agreement and affecting such performance, including, for instance, anomalies in the functioning or performance of such product or work, do not constitute force majeure.

12 DISPUTES RESOLUTION

The Parties agree that any dispute arising out of the execution of this Agreement, a Specific Action Sheet or an Implementing Agreement will be settled amicably, if possible and if necessary, with the assistance of one or more independent experts not acting as arbitrators.

All disputes which cannot be settled between the Parties will be finally settled under the rules of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. Taiwanese law will be applicable and Taipei (Taiwan) will be the place of arbitration if IRSN is the Party demanding arbitration, and French law will be applicable and Paris (France) will be the place of arbitration if AEC is the Party demanding arbitration.

Arbitration proceedings and arbitral award shall be conducted in English. In case of any discrepancies or inconsistencies between the Chinese and French versions of this Framework Cooperation Agreement, the English version shall prevail.

13 DURATION AND TERMINATION

13.1 This Agreement shall enter into force on the date of last signature for a five (5) years period.

13.2 This Agreement may be amended (including extended) at any time by mutual written agreement of both Parties.

13.3 This Agreement may be terminated by either mutual agreement of the Parties or one of the Parties through written notice to the other Party. This Agreement shall terminate after six months from notice of a Party to the other one to terminate this Agreement or from the date of the mutual written agreement of both Parties.

13.4 Any uncompleted Implementing Agreement or Project Action Sheet at the date of termination (whatever the cause) of this Agreement shall continue to be valid until its completion pursuant to the provisions of this Agreement, Project Action Sheet or Implementing Agreement.

13.5 Termination of this Agreement, any Implementing Agreement or Project Action Sheet for any reason does not affect the articles of the Agreement designed to remain effective after termination of the Agreement.

14 Miscellaneous

14.1 The Agreement is concluded *intuitu personae* by the Parties. Rights and obligations resulting from the Agreement or any Project Action Sheet or Implementing Agreement shall not be transferred or ceded by the Parties in any way or by any means without the prior and written consent of the other Parties.

14.2 This agreement and its Appendices constitute the entire agreement between the Parties with respect to its purpose. It supersedes all prior proposals, communications and any other provisions contained in documents exchanged between the Parties and regarding the purpose of the Agreement.

14.3 Any modification, extension or renewal of this Agreement, its PAS or Implementing Agreement shall become effective only if drawn up in writing and duly signed by the authorized representatives of the Parties. The Parties exclude explicitly the tacit renewal of the Agreement even if one or both Parties continue(s) to execute the Agreement.

14.4 If any of the provisions of this Agreement Project Action Sheet or Implementing Agreement is found to be void or unenforceable, such decision shall not affect the validity of the remaining provisions. The Parties shall negotiate in good faith to agree upon a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

14.5 Appendix A may be amended at any time by mutual written agreement of both Coordinators

15 EXPORT CONTROL

In case export control license is required for exchange of any *specific information (or technology / software and technology / dual-use items)* in the frame of this Agreement; any Project Action Sheet (or *Implementing Agreement*) according to Regulation (EC) No 428/2009¹ the party to whom the *specific information (or technology / software and technology / dual-use items)* has to be transferred may have to sign a specific document for this procedure (End-User Certificate under French regulations) for the use of the information. No *specific information (or technology / software and technology / dual-use items)* shall be transferred or use before the appropriate export control licence had been issued by the competent national authority.

No Export control measure shall be taken contrary to the Regulation (EC) No 428/2009.

"Specific information" is the information necessary for the "development", "production" or "use" of goods specified in the List of Council Regulation (EC) No 428/2009.

"Technology" means specific information necessary for the "development", "production" or "use" of goods specified in the List of Council Regulation (EC) No 428/2009

"Software" means a collection of one or more "programmes" or 'microprogrammes' fixed in any tangible medium of expression as specified in the Council Regulation (EC) No 428/2009.

"Dual-use items" shall mean items, including software and technology, which can be used for both civil and military purposes, and shall include all goods which can be used for both non-explosive uses and assisting in any way in the manufacture of nuclear weapons or other nuclear explosive devices.

No control applies to information "in the public domain" or to "basic scientific research".

"In the public domain", as it applies herein, means "technology" or "software" which has been made available without restrictions upon its further dissemination (copyright restrictions do not remove "technology" or "software" from being "in the public domain").

"Basic scientific research" means experimental or theoretical work undertaken principally to acquire new knowledge of the fundamental principles of phenomena or observable facts, not primarily directed towards a specific practical aim or objective.

16 APPENDIXES AND FINAL PROVISIONS

¹ COUNCIL REGULATION (EC) No 428/2009 of 5 May 2009 setting up a Community regime for the control of exports, transfer, brokering and transit of dual-use items, as modified.

16.1 The following appendixes shall form an integral part of this Agreement:

- APPENDIX A : LIST OF TECHNICAL AND SCIENTIFIC TOPICS
- APPENDIX B : PROJECT ACTION SHEET (TEMPLATE)
- APPENDIX C : TEMPLATE OF IMPLEMENTING AGREEMENT
- APPENDIX D : ASSIGNMENTS OF ECONOMIC INTELLECTUAL PROPERTY RIGHTS


16.2 IN WITNESS WHEREOF the Parties have signed this agreement in two originals counterparts for each Party in Chinese, French, and English, initialled by each Party on every pages and is executed in Chinese, French, and English. All the three versions shall have the same legal value subject to article 12 here above.

For AEC:

Date : *July 18, 2019*
Place : *New Taipei City, Taiwan*
Signature : *Wen-Chung Liu*

Wen – Chung LIU
Deputy Minister of AEC

For IRSN:

Date : *October 11th, 2019*
Place : *Fontenay-aux-Roses, France*
Signature : 

Jean Christophe NIEL
General Director of IRSN

APPENDIX A : LIST OF TECHNICAL AND SCIENTIFIC TOPICS

1. Exchange information for safety related issues on operating nuclear power plants; including general performance, incident reports, and safety enhancements
2. Nuclear emergency exercise observation and experience sharing
3. Quality identification of Institute of Nuclear Energy Research(INER)'s biodosimetry laboratory by Joining the BioDoseNet system
4. Technical experience exchange of national indoor radon survey program
5. Technical exchange of environmental plutonium isotopes analysis
6. Experience exchange of continuous gamma radiation level monitoring network maintenances and management
7. Safety assessment and risk management research in deep geological disposal of high-level radioactive waste
8. Scientific basis and technical research cooperation for URL

APPENDIX B: PROJECT ACTION SHEET [PAS] (TEMPLATE)

AEC	IRSN			
COOPERATION AGREEMENT IN THE FIELD OF NUCLEAR SAFETY AND RADIATION PROTECTION				
only for specific action mentioned in 3 a), 3 b), 3 c) and 3 f) of the FRAMEWORK COOPERATION AGREEMENT Project Action Sheet [PAS] n° [yyyy-n°.]	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">Ref AEC:</td> </tr> <tr> <td style="padding: 5px;">Ref IRSN :</td> </tr> <tr> <td style="padding: 5px;">Date of establishment of the sheet:</td> </tr> </table>	Ref AEC:	Ref IRSN :	Date of establishment of the sheet:
Ref AEC:				
Ref IRSN :				
Date of establishment of the sheet:				
TITLE OF THE ACTION				
CONTENT OF THE ACTION :				
<div style="margin-bottom: 10px;">1 – Purpose of transmission:</div> <div style="margin-bottom: 10px;"> 2 – Scope of transmission 2.1 AEC (Appendix b) 2.2 IRSN (Appendix a) </div> <div style="margin-bottom: 10px;">3 –Schedule of transmission</div> <div>4. Duration of the Project Action Sheet (date of beginning is the date of the last signature of the Project Action Sheet)</div>				

		Technical Correspondent	Coordinator	
AEC	Name :			
	Date:			
	Name :			
	Date:			
IRSN	Name :			
	Date:			
	Name :			
	Date:			

APPENDIX C: TEMPLATE OF IMPLEMENTING AGREEMENT

Ref IRSN: LS [to be asked to the legal department]

Ref [....]

IMPLEMENTING AGREEMENT

ACTION: [XXXXXX]

BETWEEN

The Atomic Energy Council (AEC), having its registered office is at 2F, No.80, Section 1, Cheng-Gong Road, Yong-Ho District, New Taipei City, 23452, Taiwan and represented by its Deputy Minister,

Hereunder referred to as “AEC”,

And

L’Institut de Radioprotection et de Surete Nucleaire, (Institute for Radiation Protection and Nuclear Safety), having its registered office at 31 avenue de la Division Leclerc, 92260, Fontenay-aux-Roses, France, and represented by its Director General,

Hereunder referred to as “IRSN”,

Hereafter referred individually as “Party” or collectively as “Parties”

PREAMBLE

WHEREAS, AEC and IRSN signed on MM, DD, YYYY a Frame cooperation agreement regarding cooperation activities within the field of radiation protection and nuclear safety (Hereafter “Frame Agreement”).

WHEREAS, the Frame Agreement stipulates in Article 4.2 that implementation of Action except those contemplated in article 3 a), 3 b), 3 c), and 3 f) shall be subject to an Implementing Agreement, written in English, signed and agreed upon the Parties.

WHEREAS, AEC and IRSN have been discussing to cooperate to implement an Action according to article 4.2 of the Frame Agreement: "xx" (hereafter "the Action") and wish to submit to the provisions of the Frame Agreement and the present Implementing Agreement (hereinafter the "Agreement").

WHEREAS, the Agreement is subject in all its provisions to the Frame Agreement

THE PARTIES HEREBY AGREED ON THE FOLLOWING:

1 SCOPE OF THE ACTION

The purpose of this Agreement is to define the terms and conditions of performance of the Action “xxxxxxxxxxxxxxxxxxxxx” for which the schedule and details of tasks are provided in **Appendix 1**.

2 PERFORMANCE OF THE ACTION

2.1 Scientific Committee

The Parties shall establish a Scientific Committee with the authority to manage the scientific and technical cooperation pertaining to the Action between the Parties.

The Scientific Committee shall convene meetings at least once a year. When necessary, additional meetings will be organized as the Parties may agree.

The Scientific Committee shall be comprised of one (1) Technical Correspondent of each Party contributing to the Action.

Each Party's representatives may be assisted by additional technical/scientific advisor when

necessary.

If advisors are not Parties' Staff, advisors shall be committed by all confidentiality requirements of this Agreement. Parties requiring participation of external advisors commits themselves to make sign non-disclosure agreements to each external advisor they mandate to participate to the Scientific Committee.

The Scientific Committee shall take decision on the orientation of the Action and validation of Results by unanimous vote only. Advisors shall have no voting right.

The Scientific Committee shall only decide on topics related to the Action.

Any decision implying modification of the Agreement shall be definitively agreed by signature of an addendum to this Agreement by authorized representatives of the Parties.

Minutes of each meeting shall be drafted alternatively by each Party and are deemed to be validated one month after being sent by the drafting Party to the other Party if no modifications are required.

The Parties appoint the following Technical Correspondents:

For AEC:

xxxxxxxxxxx- [position and statut]

xxxxxxxx

2F, No.80, Section 1, Cheng-Gong Road,
Yong-Ho District, New Taipei City, 23452,
Taiwan

Email :xxxxxxx @aec.gov.tw

For IRSN:

xxxxxxxxxxx- [position and statut]

xxxxxxxx

BP 17

92260 FONTENAY AUX ROSES

France

Email :xxxxxxx @irsn.fr

Phone : 0033(0)158xxxxxxx

Each Party may change its Technical Correspondent during the Action by giving prior written notice to the other Parties.

2.2 Place of performance of the Action

The Action will be carried out by each Party in its own premises:

- For AEC the premises of New Taipei City ;
- For IRSN the premises of Fontenay-aux-Roses.

However, XXX's staff will be hosted at YYY's premises during a maximum of in the course of the year 2018 and 2019 for

In this case article 9 (STAFF) of the Frame Agreement shall apply.

2.3 Material obligations of the Parties under the Action

The Parties undertake to make their best efforts in performing the work of the Action within the limits of the expected duration and resources made available in the framework of the present Agreement with no material obligation pertaining to the achievement of a specific result taking into account the experimental and research nature of the works performed under the present Agreement.

However, each Party undertakes to transmit to the other Party the deliverables within the time limits provided in Appendix 1.

3 EXCHANGE OF MATERIALS

[IF NONE KEEP THE ARTICLE 3 WITH THE MENTION "NONE"]

4 CONFIDENTIALITY

4.1 Article 8 of the Frame Agreement shall apply *mutatis mutandis* to information exchanged in the course of the Action.

4.2 SPECIFIC CONDITIONS

[IF NONE KEEP THE ARTICLE 4.2 WITH THE MENTION "NONE"]

5 INTELLECTUAL PROPERTY AND ACCESS RIGHTS

5.1 Article 7 of the Frame Agreement shall apply *mutatis mutandis* to information exchanged in the course of the Action.

A list of Prior Knowledge used in the course of the Action is provided in **Appendix 2**.

5.2 SPECIFIC CONDITIONS

[IF NONE KEEP THE ARTICLE 5.2 WITH THE MENTION "NONE"]

6 DISSEMINATION ACTIVITIES

6.1 Article 8 of the Frame Agreement shall apply *mutatis mutandis* to dissemination activities pertaining to the Action.

6.2 SPECIFIC CONDITIONS

[IF NONE KEEP THE ARTICLE 6.2 WITH THE MENTION "NONE"]

7 STAFF

7.1 Article 9 of the Frame Agreement shall apply *mutatis mutandis* to exchange of Staff in the course of the Action.

Each Party shall warrant compliance by its staff (salaryman, officer, employee, trainee, interim, a doctoral candidate or post-doctoral fellow, subcontractor) with any obligation pertaining to this Agreement including any assignment of rights necessary for the full effect of the Agreement.

7.2 SPECIFIC CONDITIONS

[IF NONE KEEP THE ARTICLE 7.2 WITH THE MENTION "NONE"]

8 LIABILITY- DISPUTES RESOLUTION- FORCE MAJEURE

Articles 10 to 12 of the Frame Agreement shall apply *mutatis mutandis* to Action under this Agreement.

9 EXPORT CONTROL

9.1 Article 15 of the Frame Agreement shall apply mutatis mutandis to export of any specific information (or technology / software and technology / dual-use items) exchanged in the frame of the activities pertaining to the Action.

9.2 SPECIFIC CONDITIONS

[IF NONE KEEP THE ARTICLE 9.1 WITH THE MENTION "NONE"]

10 DURATION AND TERMINATION

10.1 This Agreement shall be signed by both Parties and shall enter into force on the date of last signature.

This Agreement may be amended at any time by mutual prior written agreement of both Parties.

10.2 The Agreement may be terminated by common mutual written agreement

10.3 In the event of a breach or of total or partial breach by one of the Parties of one its obligations laid down in Articles 1 (SCOPE OF THE ACTION) to 8 (LIABILITY- DISPUTES RESOLUTION- FORCE MAJEURE) 9 (EXPORT CONTROL) and 11 (MISCELLANEOUS) of this Agreement, the party which invokes a violation or a breach of the other party may give it notice to comply with its obligations within a two-month period following the date of receipt of the notice sent by mail with acknowledgment of receipt. The notice must specify the obligations for which the Party must comply with under penalty of automatic termination of this Agreement against the defaulting Party. After this deadline, if the Party has not complied with its obligations, the termination of the Agreement will be automatic on the day following the end of the abovementioned period.

11 MISCELLANEOUS

Article 14 of the Frame Agreement shall apply mutatis mutandis to export of any information exchanged in the frame of the activities pertaining to the Action.

IN WITNESS WHEREOF the Parties have signed this agreement in two originals counterparts

and is executed in English; Therefore the English version shall prevail over any translation.

For AEC:

Date :

Place :

Signature :

For IRSN:

Date :

Place :

Signature :

Deputy Minister of AEC

General Director of IRSN

APPENDIX 1: TECHNICAL/SCIENTIFIC APPENDIX

MILESTONES

DELIVERABLES

APPENDIX 2: PRIOR KNOWLEDGE

APPENDIX D: ASSIGNMENTS OF ECONOMIC INTELLECTUAL PROPERTY RIGHTS

ARTICLE D.1 – OBJECT OF THE ASSIGNMENT

Where a Party performs modification or improvement of Prior Knowledge of the other Party (hereafter "the MODIFICATIONS") under conditions of article 7.4.4 here above, the Developing Party/Financing Party agrees to assign to the other Party, who accepts, on a free of charge basis, all its intellectual property economic rights on the MODIFICATIONS, as and when created, on an exclusive basis, in all countries, for the legal duration of protection of the intellectual property rights under national and international regulations; for all existing and future formats or medium (including but not limited to paper, computer, magnetic, optical, video, numerical, on-line data processing or digital format); in whole or in part, separately or incorporated in one or several elements, for any (regardless of the) destination, in so many copies as the other Party will deem it necessary. and for all uses and needs of the Party including, if any, commercial and non-commercial uses, advertising or non-advertising uses.

ARTICLE D.2 - RIGHTS ASSIGNED ON THE MODIFICATIONS

The Developing Party/Financing Party assigns under conditions of article D.1 here above, the rights

- to permanently or temporarily reproduce the MODIFICATIONS by any means and in any form, in part or in whole;
- to translate, adapt, arrange or to alter by any means the MODIFICATIONS and to reproduce the MODIFICATIONS thereof including in part or in whole the right to incorporate in whole or in part the MODIFICATIONS into another work and vice versa;
- to place on the market for consideration or free of charge, including rental, the MODIFICATIONS or copies thereof by any process.

For the purposes of this Frame Agreement, the term "commercial purpose" shall comprise, inter alia (i) any disclosure, supply, assignment, transfer, sale, rental, distribution and/or making available of all or part of the MODIFICATIONS to a third party, (ii) more generally, any use generating business profits or revenues.

And the term "non-commercial purpose" shall comprise, inter alia (i) execution of research and development works on its own behalf or on behalf of third parties (ii) use in the other Party's own installations or the installations which the other Party operates or in installation of third parties or that they operate, (iii) use for evaluation or investigation of third parties requests or at the request of public authorities whether for free or not.

The rights herein assigned include the right for the other Party to assign or grant to third parties all or part of the rights granted under articles D.1 and D.2 under the same conditions of the said articles D.1 and D.2.

- The right to reproduce include the right to reproduce or make reproduce the MODIFICATIONS, in whole or in part, separately or incorporated in one or several elements, for any (regardless of the) destination, by any or all means, in any or all form, and on any or all format, existing now or in the future, including but not limited to paper, computer, magnetic, optical, video, numerical, on-line data processing or electronic format, in so many copies the other Party will deem it necessary.
- The right to perform includes the right to publicly perform or make performed in whole or in part the MODIFICATIONS or their secondary exploitations, by any or all present or future means of communication, that notably means the public or private display, broadcasting whether by hertzian way, cable distribution, satellite transmission and numerical network, the analogical, numerical and/or on-line data processing transmission or all the public or private, national or international telematic, telecommunication and electronic transmission networks, for any public or private, internal or external, national or international performance, in the specialized or common canal of broadcasting.
- The rights to adapt include the right to translate or make translate the MODIFICATIONS in any or all languages, computer program languages, to perform corrections, adaptations, assemblies and modifications necessary to exploit in a normal way and promote the MODIFICATIONS. It also includes the right to use, for AEC/IRSN's needs, extracts of the MODIFICATIONS or elements which have been used to reproduce, perform and/or commercialise them in any composite work.
- The rights to distribute include the right to place on the market in whole or a in part the MODIFICATIONS, for consideration or free of charge, even to lend, rent or sale it, by any or all means and any or all formats, existing now or in the future, and this for any or all public without any limitation.

ARTICLE D.3 – WARRANTIES

The Developing Party/Financing Party warrants that it has full right to assign all the intellectual property economic rights on the MODIFICATIONS to the other Party.

The Developing Party/Financing Party also warrants to the other Party that it (the Developing Party/Financing Party) is the owner of the intellectual property economic rights on the MODIFICATIONS according to operation of law or a transfer agreement of his concerned Staff.

The Developing Party/Financing Party warrants the other Party, without any limitation neither any condition, against all trouble, reclamation, eviction, infringement action and/or law suit for unfair trading and any other claim which could be involved against the other Party by a third party because of the exploitation of the MODIFICATIONS.

The Developing Party/Financing Party warrants to bear all financial consequences (among them lawyer cost, procedure cost, indemnities) for the other Party resulting from any lawsuit for one of these reasons.

