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

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

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

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

Done at Taipei this

day of Od

For the American Institute

in Taiwan

For the Coordination Council for North American Affairs

Article VII. Information and Intellectual Property

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

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

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

- 1. If made or conceived by personnel of one part (the assigning party) or its contractors while assigned to the other party (the receiving party) or its contractors in connection with joint research projects with an agreed scope of work:
- (A) The receiving party shall acquire all right, title and interest in and to any such invention or discovery

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

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

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

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

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

- 2. If made or conceived by a party or its contractors as a direct result of employing information which has been communicated to it by the other party or its contractor or communicated during seminars or other joint meetings, the party making the invention or discovery shall acquire all right, title and interest in and to such invention or discovery in all countries.
- 3. If made or conceived through loans or exchanges of material, computer codes, instruments and equipment, the party making the invention or discovery shall acquire all right, title and interest in and to such invention or discovery in all countries.
- 4. If made or conceived by a party or its contractors in connection with exchanges of scientists, engineers or other specialists other than as part of a joint project with an agreed scope of work, the receiving party shall acquire all right, title and interest in and to such invention or discovery in all countries.
- 5. The party which owns right, title and interest covering and invention or discovery referred to in subparagraphs 1, 2, 3 and 4 above shall grant, upon request of the other party, a royalty-free, non-exclusive, irrevocable license of such right, title and interest to the other party and

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

Ð

A STATE OF THE STA

(Where such other party is CCNAA) to the Chinese that are in the territory represented by CCNAA and designated by CCNAA,

for research and development activities under this agreement.

- 5. The party which owns right, title and interest covering an invention or discovery referred to in subparagraphs 1, 2, 3, and 4 above agrees to promptly disclose such invention or discovery to the other party.
- G. The provisions of paragraph F above of this article shall apply mutatis mutandis to the protection of utility model and design.
- H. CCNAA shall assume the responsibility to pay awards or compensation required to be paid to the Chinese that are in the territory represented by CCNAA. AIT shall assume the responsibility to pay awards or compensation required to be paid to the nationals of the United States of American according to the laws of the United States of America.
- I. Each party shall take all necessary steps to provide cooperation from its inventors required to carry out the provisions of this article.