

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

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

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

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

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

In accordance with the Agreement Between the American Institute in Taiwan and the Coordination Council for North American Affairs Relating to the Establishment of a Joint Standing Committee on Civil Nuclear Cooperation, signed at Taipei on October 3, 1984, and as amended and extended October 2, 1999;

Have agreed as follows:

I. SCOPE OF THE ARRANGEMENT

A. Technical Information Exchange

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

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

6. Regulatory procedures for the safety, safeguards, waste management, radiation protection, nuclear security, emergency preparedness and environmental impact evaluation of nuclear facilities.
7. Early advice of important events, such as serious operating incidents and ordered reactor shutdowns that are of immediate interest to the designated representatives of the Parties.
8. Copies of regulatory standards required to be used, or proposed for use, by the designated representatives of the Parties.

B. Cooperation in Confirmatory Nuclear Safety Research

The terms of cooperation for joint programs and projects of confirmatory nuclear safety research and development, or those programs and projects under which activities are divided between the designated representatives of the two Parties, including the use of test facilities and/or computer programs owned by the designated representative of either Party, shall be considered on a case-by-case basis and may be the subject of a separate agreement, if determined to be necessary by the research organizations of one or both of the designated representatives of the Parties. Technical areas specified by such exchanges of letters may be modified subsequently by mutual consent. Temporary assignments of personnel by the designated representative of one Party to the other Party's designated representative shall also be considered on a case-by-case basis and shall, in general, require a separate letter of agreement.

C. Training and Assignments

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

1. TECRO designated representative AEC inspector accompaniment of AIT designated representative NRC inspectors on reactor operation and reactor construction inspection visits in the territory represented by AIT, including extended briefings at AIT designated representative NRC regional inspection offices.
2. Participation by TECRO designated representative AEC employees in AIT designated representative NRC staff training courses.
3. Assignment of TECRO designated representative AEC employees for 6-24 month periods, to the staff of AIT designated

representative NRC, to work on staff duties, and gain on-the-job experience.

4. Possible training assignments within the radiation control programs of interested NRC Agreement States.

D. Technical Advice

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

II. ADMINISTRATION

- A. The exchange of information under this Arrangement shall be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance on a case-by-case basis. A meeting shall be held annually, or at such other times as mutually agreed, to review the exchange of information and cooperation under this Arrangement, to recommend revisions to the Arrangement, and to discuss topics coming within the scope of the exchange. The time, place, and agenda for such meetings shall be agreed upon in advance. Visits which take place under this Arrangement, including their schedules, shall have the prior approval of the administrators referred to in paragraph B following.
- B. An administrator shall be designated by the designated representative of each Party to coordinate its participation in the overall exchange. The administrators shall be the recipients of all documents transmitted under the exchange, including copies of all letters, unless otherwise agreed. Within the terms of the exchange, the administrators shall be responsible for developing the scope of the exchange, including agreement on the designation of the nuclear facilities subject to the exchange, and on specific documents and standards to be exchanged. One or more technical coordinators may be appointed as direct contacts for specific disciplinary areas. These technical coordinators shall assure that both administrators receive copies of all transmittals. These detailed arrangements are intended to assure, among other things, that a reasonably balanced exchange providing access to equivalent available information from both sides is achieved and maintained.

- C. The administrators shall determine the number of copies to be provided of the documents exchanged. Each document shall be accompanied by an abstract in English, 250 words or less, describing its scope and content.
- D. The application or use of any information exchanged or transferred between the designated representatives of the Parties under this Arrangement shall be the responsibility of the receiving designated representative, and the transmitting designated representative does not warrant the suitability of such information for any particular use or application.
- E. Recognizing that some information of the type covered in this Arrangement is not available within the designated representatives of the Parties to this Arrangement, but it is available from other agencies in the territory of the authorities represented by the Parties, each Party through its designated representative shall assist the other to the maximum extent possible by organizing visits and directing inquiries concerning such information to an appropriate concerned agency. The foregoing shall not constitute a commitment of such agencies to furnish such information or to receive such visitors.

III. EXCHANGE AND USE OF INFORMATION

A. General

The Parties support the widest possible dissemination of information provided, created, or exchanged under this Arrangement, subject both to the requirements of each Party's designated representatives' laws, regulations and policies and need to protect proprietary and other confidential or privileged information, and subject to the provisions of the Intellectual Property Annex, which is an integral part of this Arrangement.

B. Definitions

1. The term "information" means unclassified nuclear energy-related regulatory, safety, safeguards, waste management, radiation protection, scientific, or technical data, including information on results or methods of research and assessment, and any other knowledge provided, created, or exchanged under this Arrangement.
2. The term "proprietary information" means information provided, created, or exchanged under this Arrangement which contains trade secrets or other privileged or confidential commercial information (such that the person having the information may derive an economic benefit from it or may have a competitive advantage over those who do not have it), and may only include information which:
 - (a) has been held in confidence by its owner;

- (b) is of a type which is customarily held in confidence by its owner;
 - (c) has not been transmitted by the owner to other entities (including the receiving designated representative of a Party) except on the basis that it be held in confidence;
 - (d) is not otherwise available to the receiving designated representative of a Party from another source without restriction on its further dissemination; and,
 - (e) is not already in the possession of the receiving designated representative of a Party.
3. The term "other confidential or privileged information" means information, other than "proprietary information," which is protected from public disclosure under the laws, regulations, and policies 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.

C. Marking Procedures for Documentary Proprietary Information

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

This document contains proprietary information furnished in confidence under an Arrangement dated Jan. 4, 2011, between AIT and TECRO and shall not be disseminated outside the designated representatives of AIT and TECRO, respectively the NRC and AEC, their consultants, contractors, and Licensees, and concerned departments and agencies of authorities of the territories represented by AIT and TECRO without the prior approval of (name of the transmitting designated representative of a Party). This notice shall be marked on any reproduction hereof, in whole or in part. These limitations shall automatically terminate when this information is disclosed by the owner without restriction.

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

D. Dissemination of Documentary Proprietary Information

1. In general, proprietary information received under this Arrangement may be disseminated by the receiving designated representative of a Party without prior consent to persons within or employed by the receiving designated representative of a Party, and to concerned departments and agencies of the authorities of the territory represented by the receiving Party, provided:
 - a. such dissemination is made on a case-by-case basis to persons, or departments and agencies, having a legitimate need for the proprietary information; and
 - b. such proprietary information shall bear the restrictive legend appearing in Section III.C. of this Arrangement.
2. Proprietary information received under this Arrangement may be disseminated by the receiving designated representative of a Party without the prior consent of the transmitting designated representative of a Party to contractors and consultants of the designated representative of a receiving Party located within the geographical limits of the territory represented by the relevant Party, provided:
 - a. that the proprietary information is used by such contractors and consultants only for work within the scope of their contracts with the receiving designated representative of a Party relating to the subject matter of the proprietary information, and shall not be used by such contractors and consultants for any other private commercial purposes; and,
 - b. that such dissemination is made on a case-by-case basis to contractors and consultants having a legitimate need for the proprietary information and who have executed a non-disclosure agreement; and,
 - c. that such proprietary information shall bear the restrictive legend appearing in Section III.C. of this Arrangement.
3. With the prior written consent of the designated representative of a Party furnishing proprietary information under this Arrangement, the receiving designated representative of a Party may disseminate such proprietary information more widely than otherwise permitted under the terms set forth in this Arrangement. The designated representatives of the Parties shall endeavor to grant such approval to the extent permitted by their respective regulations and policies, provided:

- a. that the entities receiving proprietary information under Section III.D.3. of this Arrangement, including domestic organizations permitted or licensed by the receiving designated representative of a Party to construct or operate nuclear production or utilization facilities, or to use nuclear materials and radiation sources, have a legitimate need for the proprietary information and have executed a non-disclosure agreement; and,
- b. that the entities receiving proprietary information under Section III.D.3. of this Arrangement, including domestic organizations permitted or licensed by the receiving designated representative of a Party to construct or operate nuclear production or utilization facilities, shall not use such proprietary information for any private commercial purposes; and,
- c. that those entities receiving proprietary information under Section III.D.3. of this Arrangement that are domestic organizations permitted or licensed by the receiving designated representative of a Party, agree to use the proprietary information only for activities carried out under or within the terms of their specific permit or license.

E. Marking Procedures for Other Confidential or Privileged Information of a Documentary Nature

A designated representative of a Party receiving under this Arrangement other confidential or privileged information shall respect its confidential nature, provided such information is clearly marked so as to indicate its confidential or privileged nature and is accompanied by a statement indicating:

1. that the information is protected from public disclosure by the authorities of the territory of the transmitting designated representative of a Party; and,
2. that the information is transmitted under the condition that it be maintained in confidence.

F. Dissemination of Other Confidential or Privileged Information of a Documentary Nature

Other confidential or privileged information may be disseminated in the same manner as that set forth in paragraph D., Dissemination of Documentary Proprietary Information.

G. Non-Documentary Proprietary or Other Confidential or Privileged Information

Non-documentary proprietary or other confidential or privileged information provided in seminars and other meetings organized under this Arrangement, or information arising from the attachments of staff, use of facilities, or joint projects, shall be treated by the designated representatives of the Parties according to the principles specified for documentary information in this Arrangement; provided, however, that the designated representative communicating such proprietary or other confidential or privileged information has placed the recipient on notice as to the character of the information communicated.

H. Consultation

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

I. Other

Nothing contained in this Arrangement shall preclude a Party or its designated representative from using or disseminating information received without restriction by a Party or its designated representative from sources outside of this Arrangement.

IV. FINAL PROVISIONS

- A. Nothing contained in this Arrangement shall require either Party or its designated representative to take any action which would be inconsistent with its existing laws, regulations and policy directives. Should any conflict arise between the terms of this Arrangement and those laws, regulations and policy directives, the Parties and their designated representative shall consult before any action is taken. No nuclear information related to proliferation-sensitive technologies shall be exchanged under this Arrangement.
- B. Unless otherwise agreed, all costs resulting from cooperation pursuant to this Arrangement shall be the responsibility of the Party or designated representative that incurs them. The ability of the Parties and their designated representatives to carry out their obligations is subject to the appropriation of funds by the appropriate authority and to the laws and regulations applicable to the Parties and their designated representatives.
- C. For any agreed upon reimbursable costs, the Party to be reimbursed shall provide the other Party with an invoice for actual expenses (e.g., travel and transportation expenses incurred as part of a trip). The invoice shall be supported with documentation of expenses incurred in accordance with travel policies and procedures applicable to the Party seeking

reimbursement and its designated representative. The Party to be reimbursed shall provide any necessary evidentiary receipts and payment vouchers, such as airline ticket receipts. The Party responsible for reimbursement shall pay the Party to be reimbursed for the evident costs within one month after receiving the documented costs from the Party to be reimbursed. Reimbursement funds received by the Party to be reimbursed shall be transferred to its designated representatives consistent with arrangements between the Party and its designated representative.

- D. Except as provided in Section II.D of the Intellectual Property Annex, any dispute or question between the Parties concerning the interpretation or application of this Arrangement arising during its term shall be settled by mutual agreement of the Parties.
- E. This Arrangement shall enter into force upon the date of the last signature and, subject to paragraph F of this Section, shall remain in force for a period of five (5) years. It may be extended for a further period of time by written agreement of the Parties.
- F. Either Party may terminate this Arrangement by providing the other Party and its designated representative written notice at least 180 days prior to its intended date of termination.
- G. All information protected by provisions of this Arrangement as proprietary or other confidential or privileged information shall remain so protected for the duration of this Arrangement and after this Arrangement has expired or terminated, unless otherwise agreed by the Parties in writing.

Signed in duplicate in the English and Chinese Languages. Both texts are equally authentic.

FOR THE AMERICAN INSTITUTE
IN TAIWAN:

BY: Ben J. Song

TITLE: Managing Director

DATE: 1/4/2011

PLACE: Washington D.C.

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

BY: To Jung Chang

TITLE: Deputy Representative

DATE: Jan. 4, 2011

PLACE: Washington D.C.

ANNEX "A"

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

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

ANNEX "B"

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

1. SAFETY OF NUCLEAR WASTE DISPOSAL;
2. REACTOR COMPONENTS PREDICTIVE MAINTENANCE;
3. SEVERE ACCIDENTS ANALYSIS;
4. PROBABILISTIC SAFETY ASSESSMENT;
5. NATURAL CIRCULATION;
6. RADIATION PROTECTION AND HEALTH EFFECTS; and
7. DECOMMISSIONING.

INTELLECTUAL PROPERTY ANNEX

Pursuant to Section III of this Arrangement:

I. General Obligation

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

II. SCOPE

- A. This Annex is applicable to all cooperative activities undertaken pursuant to this Arrangement, except as otherwise specifically agreed by the Parties or their designated representatives.
- B. For purposes of this Arrangement, "intellectual property" shall mean the subject matter listed in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967, and may include other subject matter as agreed by the Parties or their designated representatives.
- C. Each Party and its designated representative shall ensure, through contracts or other legal means with its own participants, if necessary, that the other Party and its designated representative can obtain the rights to intellectual property allocated in accordance with this Annex. This Annex does not otherwise alter or prejudice the allocation between
 - AIT and residents of the territory of the authorities represented by AIT which shall be determined by the laws and practices applicable in that territory, or
 - TECRO and residents of the territory of the authorities represented by TECRO which shall be determined by the laws and practices applicable in that territory.
- D. Disputes concerning intellectual property arising under this Arrangement shall be resolved through discussions between AIT and TECRO and their designated representatives. Upon mutual agreement of the designated representatives of the Parties, a dispute shall be submitted to an arbitral tribunal for binding arbitration in accordance with the applicable rules of international law. Unless the Parties or their designated representatives agree otherwise in writing, the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL) shall govern.
- E. Termination or expiration of this Arrangement shall not affect rights or obligations under this Annex.

III. ALLOCATION OF RIGHTS

- A. The Parties' designated representatives shall be entitled to a non-exclusive, irrevocable, royalty-free license in all countries to translate, reproduce, and publicly distribute scientific and technical journal articles, reports, and books directly arising from cooperation under this Arrangement. All publicly distributed copies of copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named.
- B. Rights to all forms of intellectual property, other than those rights described in Section III.A., above, shall be allocated as follows:
1. Visiting researchers shall receive rights, awards, bonuses, and royalties in accordance with the policies of the host institution.
 2. (a) Any intellectual property created by persons employed or sponsored by one Party or its designated representative under cooperative activities other than those covered by paragraph III.B.1. shall be owned by that Party's designated representative. Intellectual property created by persons employed or sponsored by both Parties or their designated representatives shall be jointly owned by the Parties' designated representatives. In addition, each creator shall be entitled to awards, bonuses, and royalties in accordance with the policies of the institution employing or sponsoring that person.

(b) Unless otherwise agreed in an implementing or other arrangement, each Party's designated representative shall have within the territory of the authorities represented by its Party a right to exploit or license intellectual property created in the course of the cooperative activities.

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

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

be entitled to awards, bonuses and royalties as provided in paragraph III.B.2.(a).

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

IV. BUSINESS CONFIDENTIAL

In the event that information identified in a timely fashion as business confidential is furnished or created under this Arrangement, each Party and its designated representatives shall protect such information in accordance with applicable laws, regulations, and administrative practices. Information may be identified as "business confidential" if a person having the information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, the information is not generally known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential.

美國在台協會
與
駐美國台北經濟文化代表處

就核能管制與安全
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協議

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協議

美國在台協會(AIT) 與駐美國台北經濟文化代表處(TECRO)，下稱雙方，協同其各自指定代表，美國核能管制委員會(NRC)（下稱核能管制委員會）與台灣原子能委員會（下稱原子能委員會）；

彼此受益於有關管制問題的資訊交流以及各自指定代表核能管制委員會與原子能委員會所要求或建議實施的核能設施的安全管制和環境衝擊的規範；且

為促進和平及非核爆原子能用途而協同其指定代表核能管制委員會和原子能委員會在若干領域業已進行過類似合作；

依照1979年4月10日台灣關係法、公法96-8（美國法典22卷 3301章及其下文）；且

依照美國在台協會與北美事務協調委員會於1984年10月3日在台北所簽訂之有關民用核能合作常設委員會設置協定，及其1999年10月2日修訂展延版；

雙方共同協議如下：

I. 協議範圍

A. 技術資訊交流

在指定代表核能管制委員會與原子能委員會依照法令、規章及政策指導允許範圍內，雙方透過其指定代表對涉及安全管制、核子保防（料帳管制與實體防護）、放射性廢棄物管理、輻射防護（環境監測、人員劑量評估、校準、熟練度測試）、核子保安、緊急應變及指定核能設施的環境衝擊及涉及核能安全研究計畫等下列技術資訊進行交流：

1. 由雙方任一指定代表書寫或委託書寫作為管制決策及政策的基準或依據之有關技術安全、核子保防、放射性廢棄物管理、輻射防護、核子保安、緊急應變及環境影響之專題報告。
2. 影響核能設施的重大發照行動及安全與環境決策相關文件。

3. 闡述核能管制委員會對於某些美國在台協會所代表的當局領土內設施的發照及管制程序之詳細文件以及駐美國台北經濟文化代表處所代表的當局領土內的現有設施之同等文件。前述設施須為業經原子能委員會認定為與駐美國台北經濟文化代表處所代表的當局領土內的某些正在建造或規劃的設施相類似者。
4. 核子反應器安全研究領域的資訊，不論是由雙方的任一指定代表所持有或是其可取得者，包括來自本協議附件 "A" 與 "B" 所述技術領域的輕水式核子反應器安全資訊。此附件特附於後，成為本協議之組成部分，其經雙方協議得予修訂。若雙方或一方任一指定代表的研究機構認為必要，則上列安全研究領域項目的合作可能需另行簽訂協議。凡基於公共安全而需及早予以注意的研究結果，一方的指定代表應立即傳送相關資訊給另一方，並附上重要意涵說明。
5. 運轉經驗報告，諸如核能事件、事故及停止運轉報告，以及元件與系統之歷史可靠度數據匯編。
6. 核能設施的安全、核子保防、放射性廢棄物管理、輻射防護、核子保安、緊急應變、及環境衝擊評估之管制程序。
7. 重大事件早期通知，諸如對雙方指定代表具直接利害關係的重大運轉事件及核子反應器被責令停止運轉事件。
8. 雙方指定代表要求實施或建議實施的管制規範之副本。

B. 核能安全驗證研究之合作

對於核能安全驗證研究與發展計畫及專案或雙方指定代表間據以分擔工作的計畫及專案之合作條件，包括任一方指定代表所擁有的測試設施及/或電腦程式之使用，皆應按個案予以考量，且若雙方或一方任一指定代表的研究機構認為必要，則可能另外簽署協議予以確定。藉由換文方式所規定的技術領域得於日後在相互同意下變更。由一方之指定代表短期派遣人員至另一方指定代表，亦應按個案考量，一般而言應另備同意信函。

C. 訓練與派遣人員

在可取得的資源限制範圍內，並在提撥資金到位可用之情況下，美國在台協會的指定代表應與駐美國台北經濟文化代表處的指定代表合作，為駐美國台北經濟文化代表處的指定代表之安全相關人員提供某些訓練與經驗。以下是可能提供的訓練與經驗的典型種類，但不以此為限：

1. 駐美國台北經濟文化代表處指定代表原子能委員會的視察員伴隨美國在台協會指定代表核能管制委員會的視察員在美國在台協會所代表的領土內視察參訪核子反應器運轉及核子反應器建造，包括於美國在台協會指定代表核能管制委員會的區域視察辦公室進行的詳盡簡報。

2. 駐美國台北經濟文化代表處指定代表原子能委員會的員工參與美國在台協會指定代表核能管制委員會的員工訓練課程。
3. 派遣駐美國台北經濟文化代表處指定代表原子能委員會的員工加入美國在台協會指定代表核能管制委員會的員工陣營，為期 6-24 個月，從事員工職務並取得在職經驗。
4. 可能在核能管制委員會協議簽署州所舉辦之輻射管控計畫中提供受訓機會。

D. 技術諮詢

若美國在台協會的指定代表所提供的文件及其他資訊，如本節第A項及第C項所述者，不足以符合駐美國台北經濟文化代表處指定代表對於技術諮詢的需求時，則雙方指定代表應協商最佳方式以滿足該需求。美國在台協會的指定代表應試圖在所提撥資源及法令權限的限制範圍內協助駐美國台北經濟文化代表處的指定代表滿足該等需求。例如，在該限制範圍內，美國在台協會的指定代表應試圖委由美國在台協會指定代表核能管制委員會的安全專家來滿足駐美國台北經濟文化代表處所代表的當局領土對於國際原子能總署相關技術協助任務之要求。

II. 行政管理

- A. 依據本協議所作的資訊交流應透過信函、報告、及其他文件，以及按個案藉由事先安排的參訪及會議來完成。會議應每年舉行一次，或依照雙方協議的其他時間舉行，以便檢討依照本協議所進行的資訊交流及合作情形、建議本協議修訂條文、以及討論交流範圍內的議題。會議時間、地點、及議程應事先協議。依據本協議所辦理的參訪，包括參訪時程，皆應事先取得本節第 B 項所提及管理人之事先同意。
- B. 每一方的指定代表皆應指定一名管理人，以便協調其在整體交流過程中的參與情形。除非另行協議，否則該管理人應成為所有交流文件包括所有信函副本的受文者。在交流條款範圍內，管理人應負責制訂交流範圍，包括就指定接受交流的核能設施以及進行交流的特定文件及規範達成一致。得指派一名或多名技術協調人擔任特定學科領域的直接聯絡人。這些技術協調人應確保雙方管理人皆收到所有傳送副本。這些詳細安排旨在確保多項成果，包括實現及維持合理範圍內不失為均衡的交流，由雙方提供等值資訊。
- C. 管理人應決定所交流的文件應提供的副本數量。每份文件皆應附上 250 字以內的英文摘要，說明其範圍與內容。

- D. 雙方指定代表間依照本協議所交流或發出的任何資訊之應用或使用，皆應是接收方指定代表之責任，且發送方的指定代表不保證該資訊對於任何特定用途或應用的妥適性。
- E. 由於認知本協議所涵蓋的某些類型資訊無法從本協議的雙方指定代表取得，但可從雙方所代表的當局領土內的其他機構取得，故每一方應透過其指定代表盡可能協助另一方，向適當的相關機構安排參訪及詢問相關資訊。上文應不構成該機構提供該資訊或接受該參訪之承諾。

III. 資訊之交流與使用

A. 通論

雙方皆支持依照本協議所提供、創造、或交流的資訊獲得最廣泛的散播，惟須遵照每一方指定代表之法令、規章與政策規定，以及尊重專有及其他機密或特許資訊的保護需求，並須遵照本協議之智慧財產附件條文辦理。

B. 定義

1. 「資訊」一詞係指非機密的與核能相關的管制、安全、核子保防、放射性廢棄物管理、輻射防護、科學或技術數據，包括研究與評估的結果或方法等資訊，以及依照本協議所提供、創造、或交流的任何其他知識。
2. 「專有資訊」一詞係指依照本協議所提供、創造、或交流且含有行業秘密或其他特許或商業機密的資訊（資訊擁有者可能從其獲得經濟利益，或取得對未擁有者的競爭優勢），且可能僅包括下列資訊：
 - (a) 由其擁有人秘密持有者；
 - (b) 其擁有人通常皆會秘密持有者；
 - (c) 擁有人均以秘密持有為條件向其他單位（包括一方的接收指定代表）傳達者；
 - (d) 一方的接收指定代表只有在不得進一步散播的限制下方可從另一來源取得者；及
 - (e) 非一方的接收指定代表已持有者。
3. 「其他機密或特許資訊」一詞係指除了「專有資訊」以外的資訊，且依照提供資訊一方之指定代表的法令、規章及政策規定，禁止該資訊作公開揭露，且該資訊已以秘密方式傳送及接收，或是由提供者另作限制。

C. 書面型態專有資訊之標示程序

依據本協議收受書面型態專有資訊的一方之指定代表應尊重其特許性質，惟該專有資訊須明確標示以下（或大致上類似的）限制說明：

本文件含有依照美國在台協會與駐美國台北經濟文化代表處之間一份日期為 2011 年 1 月 4 日的協議所秘密提供之專有資訊，未經（一方的發送指定代表名稱）事先批准，不得散播於美國在台協會與駐美國台北經濟文化代表處的指定代表，分別為核能管制委員會與原子能委員會、及其顧問、承包商與許可證持有人、以及美國在台協會與駐美國台北經濟文化代表處所代表的領土當局之相關部門與機關之外。本通知應標示在任何全部或部分複製版本上。一旦本資訊由擁有人在不受限制的情況下揭露，則這些限制將自動終止。

本協議雙方及其指定代表須遵守本限制說明。未經一方的發送指定代表事先書面同意，不得公布或是以本協議未指明或有悖於本協議條款的任何方式散播載有本限制說明的專有資訊。未經一方的發送指定代表事先書面同意，接收方或指定代表或承包商及顧問不得將載有本限制說明的專有資訊用於任何商業目的。

D. 書面型態專有資訊之散播

1. 一般而言，依據本協議所收受的專有資訊得由一方的接收指定代表在未事先取得同意的情況下，散播給一方的接收指定代表的內部人士或員工，以及散播給由接收方所代表的領土當局之相關部門與機關，惟：
 - a. 須按個案考量散播給對於該專有資訊具有合法需求的人士或部門與機關；且
 - b. 該專有資訊須載明本協議第 III 節第 C 項所示之限制說明。
2. 依據本協議所收受的專有資訊，得由一方的接收指定代表在未事先取得一方的發送指定代表同意的情況下，散播給位於相關一方所代表的領土地理範圍內的接收方指定代表之承包商及顧問：
 - a. 該承包商及顧問僅能將該專有資訊用於其與一方的接收指定代表所簽訂關於該專有資訊的合約工作範圍內，且該承包商及顧問不得將該專有資訊用於任何其他私人商業目的；且
 - b. 須按個案考量散播給對於該專有資訊具有合法需求且已簽署不得揭露協議書的承包商及顧問；且
 - c. 該專有資訊須載明本協議第 III 節第 C 項所示之限制說明。

3. 在事先取得依照本協議提供專有資訊的一方指定代表書面同意之情況下，一方的接收指定代表得將該專有資訊散播至本協議條款所允許更廣泛之範圍。雙方的指定代表在其各自規章與政策所允許的範圍內，應盡力授予該項批准：
- a. 依照本協議第 III 節第 D 項第 3 款收受專有資訊的單位，包括經一方的接收指定代表允許或授權建造或經營核能生產或利用設施或使用核物料與輻射源的國內組織，須對於該專有資訊具有合法需求，且已簽署一份不得揭露協議書；且
 - b. 依照本協議第 III 節第 D 項第 3 款收受專有資訊的單位，包括經一方的接收指定代表允許或授權建造或經營核能生產或利用設施的國內組織，不得將該專有資訊用於任何私人商業目的；且
 - c. 依照本協議第 III 節第 D 項第 3 款收受專有資訊的單位，凡是屬於經一方的接收指定代表允許或授權的國內組織，皆須同意僅將該專有資訊用於依照其特定許可證或執照的條款所進行之活動。

E. 其他具書面型態性質的機密或特許資訊之標示程序

依據本協議收受其他機密或特許資訊一方之指定代表應尊重其機密性質，惟該資訊須明確標示，以表明機密或特許性質，並附帶說明：

- 1. 資訊受到一方之發送指定代表的領土當局保護，禁止公開披露；且
- 2. 傳達該資訊的條件是必須對其保密保管。

F. 其他具書面型態性質的機密或特許資訊之散播

其他機密或特許資訊得依照第 D 項書面型態專有資訊之散播所規定的方式來散播。

G. 非書面型態之專有或其他機密或特許資訊

在依照本協議所籌畫的研討會及其他會議中所提供的非書面型態之專有或其他機密或特許資訊，或因人員的派駐、設施的使用、或共同專案所產生的資訊，應由雙方的指定代表依照本協議中針對書面型態資訊所規定的原則予以對待；惟傳達該專有或其他機密或特許資訊的指定代表須通告接收人其所傳達的資訊之機密特質。

H. 會商

若基於任何原因，雙方的任一指定代表察覺其應將無法符合或是可合理預期無法符合本協議的禁止散播條文，其應立即通知另一方及其指定代表。之後雙方及其指定代表應進行會商，以決定適當的行動方針。

I. 其他

本協議中沒有任何條文阻止一方或其指定代表使用或散播一方或其指定代表從本協議以外的來源所接收之沒有限制規定的資訊。

IV. 最後條文

- A. 本協議中沒有任何條文要求任何一方或其指定代表採取任何不符合現有法令、規章及政策指導之行動。若本協議的條款與該法令、規章及政策指導之間產生任何衝突時，則雙方及其指定代表應在採取任何行動之前進行會商。本協議項下不得進行任何關於核擴散敏感技術之核能資訊交流。
- B. 除非另行協議，否則依照本協議進行合作所產生的一切費用應由產生費用的一方或其指定代表負擔。雙方及其指定代表執行義務的能力受制於主管機關撥款情形，並受制於雙方及其指定代表的適用法令與規章。
- C. 對於任何商定的（旅運）補償費用，要求補償一方應提供另一方實際開支費用的發票（例如，旅途必要的旅費和交通費），並附上要求補償一方及其指定代表依照其旅行政策和程序所產生的費用憑證。要求補償一方應提供一切必要的收據和付款憑單，例如機票存根。負責補償一方於收到要求補償一方之費用文件後一個月內支付款項。要求補償一方收到款項後，依照其與其指定代表間之協議，將款項轉移到其指定代表。
- D. 除了智慧財產附件第 II 節第 D 項條文之外，雙方之間在本協議期限內有關本協議的解釋或應用之任何糾紛或問題應經由雙方相互協議解決。
- E. 本協議應自最後簽名日期起生效，且在符合本節第 F 項情形下，應持續有效達五(5)年期間。雙方得另以書面協議展延本協議效期。
- F. 任何一方皆可在擬予終止日期至少 180 天前發出書面通知給另一方及其指定代表來終止本協議。
- G. 所有被本協議條文視為專有或其他機密或特許資訊保護的資訊，除非雙方另有書面協議，否則皆應在本協議存續期間受到保護，且在本協議屆滿或終止之後繼續受到保護。

本協議以英文與中文簽署完成，二種文字約本同一做準。

代表美國在台協會

代表人： Oliver J. Schuy

頭銜： Managing Director

日期： 1/4/2011

地點：華盛頓特區

代表駐美國台北經濟文化代表處

代表人： 張大同

頭銜： 副代表

日期： 2011年元月4日

地點：華盛頓特區

附件 "A"

美國在台協會的指定代表核能管制委員會刻正執行之核能安全研究領域

1. 數位儀器與控制
2. 核子反應器設備資格條件
3. 環境運輸
4. 消防安全研究
5. 核子燃料分析
6. 運轉經驗與一般議題
7. 人因工程對於核能安全的影響
8. 放射性核種運輸與放射性廢棄物管理
9. 概率風險評估
10. 輻射防護與健康效應
11. 地震安全
12. 先進風險推論
13. 圍阻體結構完整性
14. 法規指引更新
15. 新型與先進型式核子反應器設計
16. 除役
17. 熱水流程式之應用與維護；以及
18. 嚴重核子事故分析

附件 "B"

駐美國台北經濟文化代表的指定代表原子能委員會刻正執行之核能安全研究領域

1. 核能廢棄物處置安全
2. 核子反應器元件預知維護
3. 嚴重核子事故分析
4. 安全度評估
5. 自然循環
6. 輻射防護與健康效應；以及
7. 除役

智慧財產附件

依據本協議第 III 節：

I. 一般義務

雙方及其指定代表應確保依照本協議及相關執行協議所創造或提供的智慧財產受到充分且有效之保護。該智慧財產的權利應依照本附件之規定來分配。

II. 範圍

- A. 除非雙方或其指定代表另作明確協議，否則本附件適用於依照本協議所進行的一切合作活動。
- B. 在本協議中，「智慧財產」係指 1967 年 7 月 14 日在斯德哥爾摩所簽訂的成立世界智慧財產權組織公約第 2 條所列主題，得包括其他經雙方或其指定代表同意的主題。
- C. 每一方及其指定代表皆須透過合約或必要時透過其他法律方式，從其本身的參與者取得權利，以確保另一方及其指定代表可取得依照本附件所分配的智慧財產權。本附件並未變更或侵害以下二者之間的分配情形：
 - 美國在台協會與美國在台協會所代表的當局領土之居民，其應由該領土所適用的法律及實務予以確定，或
 - 駐美國台北經濟文化代表處與駐美國台北經濟文化代表處所代表的當局領土之居民，其應由該領土所適用的法律及實務予以確定。
- D. 本協議所產生的智慧財產相關糾紛皆應透過駐美國台北經濟文化代表處與美國在台協會及其指定代表之間的討論來解決。一旦雙方的指定代表相互同意時，其糾紛應送交仲裁法庭依照適用準則及國際法律作具約束力之仲裁。除非雙方或其指定代表另以書面協議，否則應以聯合國國際貿易法委員會(UNCITRAL)的仲裁準則為準。
- E. 本協議的終止或屆期不得影響本附件所規定的權利或義務。

III. 權利之分配

- A. 雙方的指定代表應享有非獨家、不可撤銷、免權利金的許可，得在所有國家翻譯、複製、及公開分發由本協議的合作所直接產生的科學及技術期刊文章、報告、及書籍。所有依照本條規定製作且公開分發的具著作權作品之版本皆須註明作者姓名，惟作者明確婉拒列名者則不在此限。
- B. 除了第 III 節第 A 項所述諸項權利以外，一切形式的智慧財產權應以如下方式分配：
 - 1. 客座研究員應按照主辦機構的政策享有權利，獎項，紅利和權利金。

2. (a) 由一方或其指定代表僱用或贊助之人員，藉由合作活動所創造的任何智慧財產，除了第 III 節第 B 項第 1 款之外，應由該方指定代表所擁有。由雙方或其指定的代表共同僱用或贊助之人員所創造的智慧財產，應由雙方指定代表共同擁有。此外，每個創作者應按照僱用或贊助機構的政策享有權利，獎項，紅利和權利金。
- (b) 除非在實施協議或其他另有約定，任一方指定代表應有權在該方所代表的領土內，利用或持有共同合作期間所創造之智慧財產權。
- (c) 在一方所代表的領土之外的權利，應由雙方指定代表共同協議，考量雙方指定代表的相對貢獻與對合作活動的參與程度，智慧財產權獲得法律保護和執照取得的承諾程度，以及其他認為合適的因素。
- (d) 儘管第 III 節第 B 項第 2 (a) 及 (b) 款，如果任何一方或其指定代表認為，一個特定的項目可能導致或已經導致所創造的智慧財產，在另一方所代表當局的領土內無法受到法律保護，雙方的指定代表，應立即進行討論，以確定智慧財產權的分配。如果雙方未能在起始討論日起 3 個月內達成協議，該有爭議之合作項目，應在任何一方的指定代表要求下終止。創作者的智慧財產權仍應享有第 III 節第 B 項第 2 (a) 款規定的權利，獎項，紅利和權利金。
- (e) 對於合作活動所產生的發明，僱用或贊助該發明者的一方的指定代表，應立即連同文件和必要資訊通知另一方的指定代表，以便另一方的指定代表構建其可能享有的任何權利。為保護該發明的權利，任何一方的指定代表可以書面形式要求另一方的指定代表延遲向公眾公佈或披露該文件或資料。除非另有書面約定，該延遲不得超過 6 個月，自一方指定代表告知另一方指定代表之日起算。

IV. 業務機密

若經及時確定為業務機密的資訊在本協議中被提供或創造，則每一方及其指定代表皆須依照適用法律、規章、及行政作為來保護該資訊。若擁有資訊者可能從其中衍生出經濟利益，或相較於未擁有者而言可能取得競爭優勢，該資訊不為一般大眾所知悉或不可從其他來源公開取得，以及擁有者在沒有及時制訂保密義務之前並未予以披露之資訊，則該資訊得確定為「業務機密」。