

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 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 United States Nuclear Regulatory Commission and the Taiwan Atomic Energy Council;

Having a mutual interest in a continuing exchange of information pertaining to regulatory matters and of standards required or recommended by their designated representatives for the regulation of safety and security for nuclear facilities and radioactive materials, the implementation of safeguards, emergency preparedness, radiation protection, the environmental impact of nuclear facilities and radioactive materials, and nuclear safety research programs.

Having similarly cooperated through their designated representatives under the terms of prior arrangements for the exchange of technical information and cooperation in nuclear safety matters, most recently in the Arrangement signed on January 6 and 8, 2016: and

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

Have agreed as follows:

**I. SCOPE OF THE ARRANGEMENT**

A. Unclassified Technical Information Exchange

To the extent that the Parties, through their designated representatives, are permitted to do so under the laws, regulations, and policies applicable in the territories of the authorities the Parties respectively represent, the Parties, through their designated representatives, may cooperate and exchange unclassified technical information relating to: the regulation and oversight of safety and security for nuclear facilities and radioactive materials; the implementation of safeguards; emergency preparedness; radiation protection; the environmental impact of nuclear facilities and radioactive materials; and nuclear safety research programs. Examples of such information include:

1. Topical reports 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 a designated representative's process for licensing and regulating nuclear facilities and radioactive materials.
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. Each Party, through its designated representative, shall make its best efforts to 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 constructing, operating and decommissioning experiences for nuclear facilities and/or experience with radioactive materials, such as reports on nuclear incidents, accidents, shutdowns, and compilations of historical reliability data on components and systems.
6. Regulatory and oversight procedures for safety and security for nuclear facilities and radioactive materials, implementation of safeguards (nuclear materials accountancy and control), emergency preparedness, radiation protection, environmental impact evaluations for nuclear facilities and radioactive materials, and nuclear safety research programs.
7. Early notification of important incidents and emerging technical issues that are of immediate interest to the Parties and their designated representatives.

B. Cooperation in Nuclear Safety Research

The terms of cooperation for joint programs and projects of nuclear safety research and development, or those programs and projects under which activities are divided between the designated representatives of the Parties, including the use of test facilities and/or computer code sharing 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 AIT-TECRO implementing agreement.

C. Training and Assignments

Within the limits of available resources and subject to the availability of appropriated funds, the Parties, through their designated representatives, may cooperate in providing certain training and experiential opportunities for each other's personnel. In addition, temporary assignments of personnel from one designated representative to the other designated representative shall also be considered on a case-by-case basis and shall, in general, require a separate agreement. Unless otherwise agreed in writing, costs of salary, allowances, and travel of participants shall be paid by the Party, through its Designated Representative, that incurs them.

**II. ADMINISTRATION**

- A. The exchange of information under this Arrangement may be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance on a case-by-case basis. Periodic meetings may be held to review the exchange of information and cooperation under this Arrangement, and to discuss topics within the scope of the cooperation. The time, place, and agenda for such meetings shall be agreed upon in advance.
- B. An administrator shall be selected by each Party, through its designated representative, to coordinate its exchange activities under this Arrangement, in consultation with the Parties as appropriate. The administrators shall be the recipients of documents transmitted under the exchange, including copies of all letters, unless otherwise agreed or unless otherwise provided herein. The administrators shall be responsible for development and coordination of the scope of any exchange in consultation with the Parties. One or more technical coordinators may be appointed by the Parties, through their designated representatives, as direct contacts for specific disciplinary areas. These technical coordinators shall ensure that both administrators receive copies of all transmittals.
- C. The application or use of any information exchanged between the Parties, including through their designated representatives, under this Arrangement shall be the responsibility of the receiving Party, through its designated representative, and the transmitting Party or its designated representative do not warrant the suitability of such information for any particular use or application.
- D. To the extent possible, each Party, through its designated representative, shall assist the other in obtaining information from other agencies within the authorities of their respective territories.

### III. EXCHANGE AND USE OF INFORMATION

#### A. General

1. The Parties, through their designated representatives, support the widest possible dissemination of information exchanged under this Arrangement, subject to the requirements of the laws, regulations and policies applicable in the territories of the authorities the Parties respectively represent, and the need to protect proprietary and other confidential and privileged information. However, consistent with these laws, regulations, and policies, the Parties, through their designated representatives, reserve the right to impose, on a case-by-case basis, additional restrictions on the dissemination of information beyond those identified in this Article.
2. The treatment of intellectual property provided, created, or exchanged under this Arrangement is provided for in the Intellectual Property Rights Annex, which shall apply to all activities conducted under this Arrangement unless agreed otherwise by Parties, in consultation with their designated representatives, in writing.
3. The Parties agree that their designated representatives shall have primary responsibility for implementing the terms of this Article and agree to take necessary steps to ensure their designated representatives' compliance with this Article.

#### B. Definitions

1. The term "information" means unclassified technical information relating to: the regulation and oversight of safety and security for nuclear facilities and radioactive materials; the implementation of safeguards; the environmental impact of nuclear facilities and radioactive materials; and nuclear safety research programs. It also includes scientific or research data, methods of assessment, or any other knowledge or information provided, created, or exchanged under this Arrangement.
2. The term "proprietary information" means information that is provided, created, or exchanged under this Arrangement that contains trade secrets or other commercial information (such that the person possessing the proprietary information may derive an unfair commercial advantage over those persons not possessing it).
3. The term "other confidential or privileged information" means information other than "proprietary information" that is protected from public disclosure under the laws, regulations, or policies applicable in the territory of the authorities represented by the Party whose designated representative is transmitting the information under this Arrangement.

#### C. Documentary Proprietary Information

1. A designated representative of a Party receiving documentary proprietary information shall respect the privileged nature of such information.
2. Marking Procedures for Documentary Proprietary Information
  - a. A designated representative of a Party transmitting documentary proprietary information under this Arrangement shall ensure that the proprietary information is clearly marked on each page of the document with the following (or substantially similar) restrictive legend:

**“Proprietary Information: Do not share without the written consent of (insert name of transmitting designated representative of a Party)”**
  - b. The receiving designated representative of a Party shall not make documentary proprietary information bearing this restrictive legend public or otherwise disseminate the documentary proprietary information in any manner inconsistent with or contrary to the terms of this Arrangement without the prior written consent of the transmitting designated representative of a Party.
  - c. The receiving designated representative of a Party shall ensure that this restrictive legend appears on any photocopy or other reproduction of documents containing documentary proprietary information made by the receiving designated representative of a Party.
  - d. In the event that the transmitting designated representative of a Party shares documentary proprietary information without the required restrictive legend, the transmitting designated representative shall inform the receiving designated representative at the earliest possible opportunity and provide the receiving designated representative with properly marked documents bearing the restrictive legend.
  - e. The receiving designated representative of a Party shall make its best efforts to gather and prevent the further dissemination of the improperly marked documents containing proprietary information and replace them with properly marked documents.
  - f. In the event that the receiving designated representative of a Party shares documentary proprietary information in a manner that is inconsistent with or contrary to the terms of this Arrangement, the receiving designated representative shall promptly notify the transmitting designated representative.
3. Dissemination of Documentary Proprietary Information
  - a. The receiving designated representative of a Party may disseminate documentary proprietary information received under this Arrangement



without the prior consent of the transmitting designated representative of a Party to employees of the receiving designated representative, and to other agencies and departments of the authorities represented by the receiving Party, provided that:

- i. A case-by-case determination documents that such employees and other agencies and departments have a need-to-know for the information to perform their official duties;
  - ii. The receiving designated representative of a Party ensures that such employees and other agencies and departments shall not use the documentary proprietary information for any private commercial purpose; and
  - iii. Such documentary proprietary information bears the restrictive legend set forth in Article III.C.2.a of this Arrangement.
- b. Nothing in this Arrangement prevents the disclosure of documentary proprietary information between a Party and its designated representative or between the Parties for purposes of implementation of this Arrangement.
- c. The receiving designated representative of a Party may only disseminate documentary proprietary information more widely than otherwise permitted under the terms set forth in this Arrangement, including to contractors and consultants of the receiving designated representative of a Party, and to permittees or licensees of the receiving designated representative, with the prior written consent of the transmitting designated representative. The designated representatives shall endeavor to grant such approval to the extent permitted by the respective laws, regulations and policies applicable in the territories of the authorities they represent, and provided that:
- i. A case-by-case determination documents that such recipients have a need-to-know for the documentary proprietary information to carry out work solely within the scope of their work assignment, contract, permit, or license with the receiving designated representative of a Party;
  - ii. Such recipients have executed a non-disclosure agreement;
  - iii. Such recipients shall not use such documentary proprietary information for any private commercial purpose; and
  - iv. Such recipients agree to use the documentary proprietary information only for activities carried out under or within the terms of their specific work assignment, contract, permit or license.

- d. The designated representatives of the Parties agree to consult and seek written clarification when questions arise as to the proper handling and dissemination of documentary proprietary information provided under this Arrangement.

D. Other Confidential or Privileged Information of a Documentary Nature

1. A designated representative of a Party receiving other confidential or privileged information of a documentary nature shall respect the confidential nature of such information.
2. Marking Procedures for Other Confidential or Privileged Information of a Documentary Nature
  - a. A designated representative of a Party transmitting other confidential or privileged information under this Arrangement shall ensure that any document containing such information is appropriately and clearly marked on each page of the document with the restrictive legend applicable to the type of other confidential or privileged information being transmitted in accordance with the laws, regulations, and policies applicable in the territory of the authorities represented by the Party whose designated representative is transmitting the information.
  - b. The receiving designated representative of a Party shall ensure that the appropriate restrictive legend appears on any photocopy or other reproduction of documents containing other confidential or privileged information made by the receiving designated representative.
  - c. The transmitting designated representative of a Party shall ensure that any other confidential or privileged information of a documentary nature transmitted under this Arrangement is accompanied by a statement that the information being transmitted is protected from public disclosure by the laws, regulations, or policies applicable in the territory of the authorities represented by the Party whose designated representative transmitted the information and is being provided under the condition that the receiving designated representative shall afford the information substantially the same degree of protection afforded the information by the authorities of the territories represented by the transmitting designated representative.
  - d. In the event that the transmitting designated representative of a Party shares other confidential or privileged information of a documentary nature without the appropriate required restrictive legend for the type of information being transmitted, the transmitting designated representative shall inform the receiving designated representative at the earliest possible opportunity and provide the receiving designated representative with properly marked documents bearing the restrictive legend.



- e. The receiving designated representative of a Party shall make its best efforts to gather and prevent the further dissemination of the improperly marked documents containing other confidential or privileged information and replace them with properly marked documents.
  - f. In the event that the receiving designated representative of a Party shares other confidential or privileged information of a documentary nature in a manner that is inconsistent with or contrary to the terms of this Arrangement, the receiving designated representative shall promptly notify the transmitting designated representative of a Party.
3. Dissemination of Other Confidential or Privileged Information of a Documentary Nature
- a. The receiving designated representative of a Party may disseminate other confidential and privileged information of a documentary nature received under this Arrangement without the prior consent of the transmitting designated representative of a Party to employees of the receiving designated representative, and to other agencies and departments of the authorities of the territories represented by the receiving designated representative of a Party, provided that:
    - i. A case-by-case determination documents that such employees and other agencies and departments have a need-to-know for the information to perform their official duties;
    - ii. The receiving designated representative shall ensure that such employees and other agencies and departments shall not use the other confidential and privileged information contained in the documents for any private commercial purpose; and
    - iii. Such documents containing the other confidential and privileged information bear the appropriate restrictive legend in accordance with the provisions of Article III.D.2.a of this Arrangement.
  - b. Nothing in this Arrangement prevents the disclosure of other confidential or privileged information of a documentary nature between a Party and its designated representative or between the Parties for purposes of implementation of this Arrangement.
  - c. The receiving designated representative of a Party may only disseminate the documents containing the other confidential or privileged information more widely than otherwise permitted under the terms set forth in this Arrangement, including to contractors and consultants of the receiving designated representative, and to permittees or licensees of the receiving designated representative, with the prior written consent of the transmitting designated representative. The receiving designated representative agrees to abide by any restrictions on the dissemination of

other confidential or privileged information of a documentary nature to third parties established by the transmitting designated representative.

- d. The designated representatives of the Parties agree to consult and seek written clarification when questions arise as to the proper handling and dissemination of other confidential or privileged information of a documentary nature shared under this Arrangement.

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

Non-documentary proprietary or other confidential or privileged information provided, obtained, or transmitted under this Arrangement shall be treated by the designated representatives of the Parties according to the principles specified for proprietary information in Article III.C. and as specified for other confidential or privileged information in Article III.D. of this Arrangement; provided, however, that the transmitting designated representative has placed the receiving designated representative on notice as to the character of the proprietary or other confidential or privileged information disseminated.

F. Consultation

If, for any reason, one of the Parties or its designated representative becomes aware that it will be, or may reasonably be expected to become, unable to meet any obligations under Article III of this Arrangement, it shall immediately inform the other designated representative and Party. The designated representatives, in consultation with the Parties as appropriate, shall thereafter consult to determine an appropriate course of action.

G. Other

Nothing contained in this Arrangement shall preclude a designated representative of a Party from using or disseminating information received without restriction 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 that would be inconsistent with the laws, regulations, or policies applicable in the territory of the authorities represented by the Party. Should any conflict arise between the terms of this Arrangement and those laws, regulations, or policies, the designated representatives of the Parties agree to consult before any action is taken. No nuclear information related to proliferation-sensitive technologies shall be exchanged under this Arrangement.
- B. Unless otherwise agreed in writing, 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, regulations and policies applicable to the Parties and their designated representatives.

- C. Any dispute or questions between the Parties concerning the interpretation or application of this Arrangement shall be settled by mutual agreement of the Parties.
- D. This Arrangement shall enter into force upon the date of the last signature with effect from January 8, 2021. Subject to paragraph G of this Article, shall remain in force for a period of 5 years.
- E. All implementing arrangements and agreements concluded to implement the Arrangement between the American Institute in Taiwan and the Taipei Economic and Cultural Representatives Office in the United States for the Exchange of Technical Information and Cooperation in Nuclear and Regulatory and Safety Matters, signed at Washington on January 6 and 8, 2016, shall continue per their terms and subject to the terms of this Arrangement. Such arrangements and agreements shall continue in effect for the duration of this Arrangement or until terminated or discontinued by their terms.
- F. All information protected under this Arrangement, including but not limited to proprietary information and other confidential or privileged information, shall continue to be protected in accordance with the terms of this Arrangement after this Arrangement has expired or has been terminated, unless the Parties agree otherwise in writing.
- G. 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.

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

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

FOR THE AMERICAN INSTITUTE IN  
TAIWAN:



Ingrid D. Larson  
Managing Director

DATE: *May 10, 2021*

PLACE: *Arlington, VA*

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



Robin J.C. Cheng  
Deputy Representative

DATE: *May 14, 2021*

PLACE: *Washington, D.C.*

## **INTELLECTUAL PROPERTY RIGHTS ANNEX**

### **I. General Obligation**

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

### **II. Scope**

- A. This Annex is applicable to all cooperative activities undertaken pursuant to this Arrangement, except as otherwise specifically agreed by the Parties, in consultation with 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 in writing, in consultation with their Designated Representatives.
- C. Each Party, through its Designated Representative and the authorities they represent, 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 a Party and its Designated Representative or participants which shall be determined by the laws and practices of that Party and its Designated Representative.
- D. Except as otherwise provided in this Arrangement, disputes concerning intellectual property arising under this Arrangement shall be resolved through discussions between the Designated Representatives, or, if necessary, the Parties. The Parties may consider additional forms of dispute resolution, including arbitration where appropriate and provided for in an implementing arrangement under this Arrangement.
- E. Termination or expiration of this Arrangement shall not affect rights or obligations under this Annex.

### **III. Allocation of Rights**

- A. Each Party and its Designated Representative shall be entitled to a worldwide, non-exclusive, irrevocable, royalty-free license to translate, reproduce, and publicly distribute monographs, scientific and technical journal articles, reports, and books directly arising from cooperation under this Arrangement. All publicly distributed copies of a copyrighted work prepared under this Arrangement shall indicate the names of the authors of the work unless an author explicitly declines to be named.



B. Rights to all forms of intellectual property, other than those rights described in paragraph III.A of this Annex, shall be allocated as follows:

1. Prior to participation in cooperative activities under this Arrangement by a visiting researcher, the host Party and Designated Representative and the Party and Designated Representative sponsoring the visiting researcher may discuss and determine the allocation of rights to any intellectual property created by the visiting researcher. Absent such a determination, visiting researchers shall receive rights, awards, bonuses and royalties in accordance with the policies of the host institution. For purposes of this Arrangement, a visiting researcher is a researcher visiting an institution of the other Party or its Designated Representative (host institution) and engaged in work planned solely by 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 and its Designated Representative. Intellectual property created by persons employed or sponsored by both Parties shall be jointly owned by the Parties and 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 creator.

(b) Unless otherwise agreed in an implementing or other arrangement, each Party and its Designated Representative shall have within the territory the Party represents a right to exploit and allow others to exploit intellectual property created in the course of the cooperative activities.

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

(d) Notwithstanding paragraphs III.B(2)(a) and (b) of this Annex, 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 other Party, the Parties and their Designated Representatives shall immediately hold discussions to determine the allocation of rights to the intellectual property. If an agreement cannot be reached within three months of the date the discussions initiate, cooperation on the project in question shall be terminated at the request of either Party in consultation with its 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 under this Arrangement, the Party and its Designated Representative that is employing or sponsoring the inventor(s) shall disclose the invention promptly to the other Party and its Designated Representative together with any documentation and information necessary to enable the other Party and its Designated Representative to establish any rights to which it may be entitled. Either Party in consultation with its Designated Representative may ask the other Party in consultation with its 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 by the Parties, in consultation with its Designated Representative, the delay shall not exceed a period of six months from the date of disclosure by the inventing Party to the other Party.

#### **IV. Business Confidential Information**

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