

法規名稱：(終)GENERAL AGREEMENT OF TECHNICAL COOPERATION BETWEEN TAIWAN POWER COMPANY, REPUBLIC OF CHINA AND VATTENFALL AB, SWEDEN (AD.1991.11.06)

終止日期：民國 85 年 12 月 31 日

GENERAL AGREEMENT OF
TECHNICAL COOPERATION

The Taiwan Power Company (TPC) a company of Taiwan, Republic of China with headquarters at 242, Roosevelt Road, Section 3, Taipei, Taiwan, Republic of China,
and

Vattenfall AB, a state owned company with headquarters at S-162 87 Vallingby, Sweden,

Whereas similarities exist in Taiwan and Sweden with respect to the electricity production, transmission and distribution as well as to the role of TPC and Vattenfall,

Whereas, parties

- Convinced that the cooperation between their companies will lead to scientific, technical and economic advantages for both parties and wishing to increase their cooperation in the field of the electricity production, transmission and distribution ;
- Recalling their common commitment to the peaceful utilization of nuclear energy and important role it plays in their electricity production;

HAVE REACHED THE FOLLOWING
UNDERSTANDING:

ARTICLE 1- FIELDS OF
COOPERATION

The TPC and Vattenfall will promote and develop the cooperation in the fields of electricity production, transmission and distribution include those areas listed on the ATTACHMENT of this. Agreement. Other areas of cooperation may be added and deleted by joint decision of both parties.

ARTICLE 2 - FORMS OF
COOPERATION

The cooperation between TPC and Vattenfall could be realized by the following ways:

- Exchange of information, documentation
- Exchange of visitors
- Mutually arranged meetings, training programs, workshops and symposia
- Joint research and development programs
- Performance of technical services

TPC and the Vattenfall will endeavour to promote cooperation by giving favorable assistances to the exchange of experts, admittance of nationals from their countries for purpose of visits, m-

meetings, or for the performance of joint programs.

ARTICLE 3 - PROGRAMS OF COOPERATION

- 3.1 Either party may make a request for cooperation task by a letter sent at least one (1) month in advance, with the exception of emergency cases.
- 3.2 Any cooperation task falling under the category of the scope of cooperation may be requested by either party, and may be supplied by the other party, provided neither party is obliged to disclose any act, matter and/or item which such party is prohibited from disclosing by law, custom or contract.
- 3.3 Once a year at least; the representatives appointed by TPC and Vattenfall will meet to review the progress achieved and prepare as far as possible a program of the activities for the following months. They will fix also the best ways to comply with the program.

ARTICLE 4 - COMPENSATION

- 4.1 As a general principle, it is agreed that the information and/or documentation exchanged in the framework of the cooperation shall be sent, translated into English, to the requesting party, free of charge to the extent that such information and/or documentation is readily available with the sending party, providing that the sending party shall have the right to request reasonable compensation for the cost of producing such information and/or documentation in cases when it is not so available.
- 4.2 In case either party needs the advice or consultation of specialists within the scope of cooperation, the parties shall discuss and set up a separate agreement regarding the terms and conditions on a case-by-case basis. In such case, the benefitting party should be informed and his agreement be obtained before the other party starting the assignment.

ARTICLE 5 - CONFIDENTIALITY

The Parties agree to maintain the confidentiality of all information exchanged under this Agreement. All proprietary information received from each party shall not be disclosed to any third party without the prior written consent of the providing Party.

ARTICLE 6 - BODIES IN CHARGE OF THE COOPERATION

All notices and communications pursuant to this Agreement shall be in writing and shall be sent to the following addressees:

Notices to Vattenfall:	Notices to TPC:
Group Chief	Vice President
Executive Vattenfall	Taiwan Power
S-162 15 Vallingby	Company, 242
Sweden	Roosevelt Road,
	Section 3, Taipei
	100, Taiwan

	Republic of China
Attention: Mr. R.	Attention: Mr.
Falkenberg	Tony T. L. Liao
Fax: 46 8 17 8506	Fax: 886 2 365 0816

ARTICLE 7 - LANGUAGE

The official language to be used in this Agreement and for the execution of the cooperation tasks under this Agreement shall be English.

ARTICLE 8 - VALIDITY OF AGREEMENT

This Agreement will become effective on the date of signature by the parties hereto and is valid up to December 31, 1966. The period of duration can be extended, based upon the mutual agreement in writing.

Signed in duplicate in the English language.

TAIWAN POWER COMPANY

(Signed)

For S. M. Chang

Title: President

By Power of Attorney

attached

Witness By:

(Signed)

VATTENFALL AB

(Signed)

For C.E. Nyquist

Title: President

By Power of Attorney

attached

Witness By:

(Signed)

On the 6th of December 1991.

ATTACHMENT

The fields of cooperation between Vattenfall and TPC will cover but not limited to the following areas:

1. Energy policy
2. Thermal power generation and related aspects
3. Nuclear power generation and related aspects
4. Hydro power generation and development
5. Environment control policy and related technology
6. Power line technology
7. Utility management
8. Applied research projects
9. Nuclear waste management
10. Operation, maintenance and rehabilitation of power plants and systems in general

POWER OF ATTORNEY

We hereby empower and authorize Mr. Rolf Falkenberg, Group Chief

Executive of Vattenfall Engineering AB, to enter into agreement concerning technical cooperation between Vattenfall AB, Sweden and Taiwan Power Company, Republic of China, on our behalf.

Stockholm, November 26, 1991.

Vattenfall AB

(Signed)

Crarl-Erik Nyquist

President

POWER OF ATTORNEY

Dec. 4, 1991

I hereby empower and authorize Mr. Tony T. L. Liao, Vice President, to enter into agreement concerning technical cooperation between Taiwan Power Company, the Republic of China, and Vattenfall AB, Sweden, on my behalf.

(Signed)

S. M. Chang

President