

**法規名稱：**COOPERATION ARRANGEMENT OF CONSULTANT SERVICE ON TRR- II COMMISSIONING, OPERATION AND MAINTENANCE BETWEEN I INSTITUTE OF NUCLEAR ENERGY RESEARCH AND KOREA ATOMIC ENERGY RESEARCH INSTITUTE

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Content

- o ARTICLE-1 Definition
- o ARTICLE-2 Purpose and Objective
- o ARTICLE-3 Scope of Work
- o ARTICLE-4 Technical Assistance
- o ARTICLE-5 Ownership of Information (Title)
- o ARTICLE-6 Confidentiality of Technical Information
- o ARTICLE-7 Inventions and Patents (Improvement)
- o ARTICLE-8 Patent Infringement
- o ARTICLE-9 Technology License (Grant of License)
- o ARTICLE-10 Licenses
- o ARTICLE-11 Disputes & Arbitration
- o ARTICLE-12 Liability
- o ARTICLE-13 Warranty (Guarantee)
- o ARTICLE-14 Term of Arrangement (Duration)
- o ARTICLE-15 Termination
- o ARTICLE-16 Language
- o ARTICLE-17 Force Majeure
- o ARTICLE-18 Taxes
- o ARTICLE-19 Financial Responsibilities
- o ARTICLE-20 Price
- o ARTICLE-21 Effective Date (Effectiveness)
- o ARTICLE-22 Notices (Notification)

This Arrangement is made and entered into as of this seventh day of August 2000,

by and between:

Korea Atomic Energy Research Institute, having its head office at Dukjin-Dong 150, Yusong-Gu, Taejon 305-600, Korea (hereinafter called "KAERI")

and

Institute of Nuclear Energy Research, having its head office at 1000 Wen-Hua Road, Chia-An Village, Lung-Tan 325, Taiwan, Republic of China. (hereinafter called "INER" )

WHEREAS INER started a research reactor project ("TRR-II") in October,1998 with seven-years project schedule and dismantling work of old reactor("TRR") is included in the schedule;

AND WHEREAS KAERI has a good experience in design, construction, commissioning, and operation of multipurpose research reactor, HANARO which reached initial criticality in February, 1995 and is being utilized successfully in various kinds of research program;

AND WHEREAS INER invited KAERI to join TRR-II project to carry out the commissioning work, and operation & maintenance ("O&M") work of TRR-II;

AND WHEREAS KAERI and INER recognize their mutual interests in promoting cooperation in the peaceful uses of nuclear energy and have had discussions relating to the work and agreed to have mutual cooperation on the commissioning, operation & maintenance work;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, it is agreed between KAERI and INER as follows:

ARTICLE-1 Definition

- 1.1 "Party" shall mean Party to this Arrangement.
- 1.2 "Program" shall mean the program including the activities for Commissioning and O&M work.
- 1.3 "Project" shall mean a part of the program as such part has been approved in written form by both Parties.
- 1.4 "Commissioning" shall mean the program and activity established to demonstrate the requirements and intents of the design as stated in the safety analysis report can be met. Therefore, the planning for the Commissioning program should begin during the design stage in order to permit interaction with designers. The Operating Organization, and where possible, designers and constructors, will be involved in the preparation of the Commissioning Program.
- 1.5 "Operation" shall mean the operation of reactor (TRR-II) and associated facilities within specific operational limits and conditions including startup, power operation, shutting down, shutdown, maintenance, testing and refuelling.
- 1.6 "Maintenance" shall mean the organized activity, both administrative and technical, of keeping structures, systems and components in good operating condition, including both preventive and corrective aspects.
- 1.7 "Effective date" shall mean the date on which this Arrangement comes into force in accordance to Article-22.
- 1.8 "Proprietary Information" shall mean information-oral, in writing or computer form, where possible marked as such -that is not available to the public and that contains trade secrets and/or technical, commercial or financial information that has been and/or will be transmitted by the owner to third parties only under the obligation of confidentiality.

#### ARTICLE-2 Purpose and Objective

- 2.1 The specific purpose and objective of this Arrangement are to define the collaboration spirit between KAERI and INER

in order for INER to perform successfully the commissioning, and operation & maintenance work of TRR-II, which is under construction now.

2.2 KAERI and INER shall, in accordance with the terms and conditions of this Arrangement establish a cooperation program on subjects described in Article-3 and Article-4.

#### ARTICLE-3 Scope of Work

3.1 The Parties agree to exchange and share experiences and information concerning operator training, commissioning, and operation & maintenance of research reactor.

3.2 Under the terms and conditions of this Arrangement, KAERI shall provide consultation services agreed upon areas related to the operator training, commissioning, and operation & maintenance of TRR-II.

3.3 The scope of cooperation between the Parties is not limited to the items mentioned above. If the Parties agree to enlarge the field of collaboration, then the scope of cooperation can be extended to any other field of mutual interest. Any contract on extension of cooperation shall be considered as an Annex of this Arrangement, and shall be signed by the duly authorized representatives of both Parties.

#### ARTICLE-4 Technical Assistance

4.1 KAERI shall, by request of INER, permit a reasonable number of technical personnel designated by INER to have opportunity to study and learn the operation/maintenance/commissioning of HANARO at the site of HANARO. INER shall inform KAERI, in advance, of the purposes, numbers, names, qualifications and probable length of stay of INER's designated personnel desiring to visit KAERI. KAERI shall arrange to make available qualified personnel for consultation and training program for INER's personnel. Any written documents used for co-

nsultation and training program will be provided by KAERI upon INER's request. Cost for round trip, meals, lodging and other expenses of INER's personnel dispatched for training shall be borne by INER.

4.2 Upon written request of INER, KAERI shall send to INER, subject to availability of personnel and to mutual agreement, qualified engineers to render assistance and services to INER in connection with this Arrangement for a reasonable period to be agreed upon by the Parties, however, that INER agrees to bear cost according to Article-20. KAERI shall assure that such engineers are qualified with professional standards and reasonable skill, and will perform the assistance/services with care/diligence and also generate the technical reports related to each assistance/services.

#### ARTICLE-5 Ownership of Information (Title)

5.1 All right, title and interest in information provided by one Party to the other shall remain with the providing Party.

5.2 Any use or exploitation of any Proprietary Information or information otherwise protected which is transferred by one Party to the other for the performance of the cooperation Program shall be in accordance with a separate arrangement.

5.3 Information developed by the receiving party dependent on Information obtained from the providing party shall be owned by the receiving party.

#### ARTICLE-6 Confidentiality of Technical Information

6.1 INER agrees to maintain confidential and not to disclose to the third parties Information supplied to INER by KAERI under this Arrangement.

However, the foregoing shall not apply to Information which can be proven by INER to be, (i) public knowledge other than by breach of the Arrangement, (ii) legally obtained from the third parties having an unrestricted right to disclose, or (iii) already known to INER at the time of transfer without obligation of confidentiality. However, INER will disclose the Information with KAERI's prior written approval to the third parties.

6.2 Restricted Information and Proprietary Information shall be clearly identified and marked as such by the providing Party, and the receiving Party shall respect the privilege nature thereof, and shall not disseminate such Information without the written consent of the providing Party.

6.3 Information disclosed by either Party to the other may include confidential information. In the event such information is disclosed and is identified as confidential, the Party receiving such information shall keep it in confidence and shall not disclose it to any third party. In any case, the existing rights and obligation of or towards the third parties will be taken into consideration.

6.4 The whole information resulting from the Arrangement shall be treated strictly as confidential document and shall be communicated only to persons directly employed by the receiving Party for its exclusive and personal use.

6.5 Confidentiality shall apply for the duration of this arrangement and during a period of 2 years after its termination.

6.6 Adherence of international control on retransfer, both sides recognize that information obtained pursuant to this Arrangement shall not be transferred beyond the jurisdiction of the receiving party without the prior consent of the govern-

ment of the providing party.

#### ARTICLE-7 Inventions and Patents (Improvement)

7.1 If an invention is conceived, developed or first actually reduced to practice as a result of the cooperation work Program, the ownership of the invention and all patent rights shall vest in the inventing Party. And the other Party will receive a non-exclusive, irrevocable, royalty-free license to make, use and commercially exploit the invention in all countries together with the right to grant sub-licenses.

7.2 If, at any time during the term of this Arrangement, one Party hereto discovers or comes into the possession of any improvements or of future inventions relating to the scope of work, the Party shall furnish the other Party with information on such improvement of further inventions without any delay and free of charge.

#### ARTICLE-8 Patent Infringement

8.1 KAERI shall defend any suit or proceeding brought against INER based on a claim that the technology or any part thereof provided pursuant to this Arrangement constitutes an infringement of any patents, if notified promptly in writing of any notice of such claim.

#### ARTICLE-9 Technology License (Grant of License)

9.1 For the duration of this Arrangement, and upon the terms and conditions more specifically set forth herein, KAERI hereby grants to INER a non-exclusive right and license to use the Information to perform commissioning and operation work of TRR-II.

#### ARTICLE-10 Licenses

10.1 INER shall be responsible for all dealings with the governmental agencies in Taiwan. This shall include obtaining, maintaining and paying for any licenses (such as import or export licenses), permits and authorizations that may be required for the performance of all the services furnished by KAERI under any purchase orders issued pursuant to this Arrangement.

10.2 INER shall be responsible for obtaining, maintaining and paying for any licenses, permits and authorizations required for work which shall be performed in its INER's facilities.

#### ARTICLE-11 Disputes & Arbitration

11.1 Both Parties hereto shall act in good faith and utilize their best efforts to resolve any dispute, controversy or difference arising in connection with this Arrangement.

11.2 Any dispute arising under or by virtue of this Arrangement or any difference of opinion between the parties hereto concerning their rights and obligation under this Arrangement, shall be finally resolved by arbitration. Such arbitration proceedings shall take place in Geneva court in accordance with the applicable rules of arbitration of the International Chamber of Commerce, but the proceedings should take place in English language. The decision of the arbitration proceedings shall be final and binding upon both Parties.

#### ARTICLE-12 Liability

12.1 This Arrangement has been made to ensure technical coopera-

tion between the Parties and, thus, the parties agree to refrain from any action, claim or demand for losses or damages attributable to the existence or application of this Arrangement, except for the losses or damages arising out of or as a consequence of willful misconduct or negligence.

12.2 Each Party shall be liable for personal injury suffered by any of its officers, employees or agents, or loss of or damage to its own property or property in its custody or over which it has control regardless of where such injury, loss or damage has been incurred, and shall not bring suit or lodge any other claim against the other party, in respect of such injury, loss or damage unless the claim is based on gross negligence or intentional misconduct of such other party.

12.3 Without prejudice to this Article-12, the aggregate liability of any party to the other party, shall in no event exceed the value of that party's contribution in the project.

#### ARTICLE-13 Warranty (Guarantee)

13.1 KAERI warrants that the recommendations, guidance and performance of its personnel shall reflect competent professional knowledge, judgment and workmanship.

13.2 KAERI hereby represents and warrants to INER that the Technical Information to be supplied by KAERI to INER under Article-5 hereof is current and is the same in substance as the technical materials used by KAERI at the time of furnishing, and that to the best of the KAERI's knowledge, the Technical Information do not infringe any patent or utility model registration of any third party issued in an country prior to and existing at the time of the execution of this Arrangement.

13.3 KAERI shall warrant that all the Report are made with good quality and incorporate the experience gained, and fully conform to the scope of work.

13.4 Both Parties agree to transmit to each other, to the best of their knowledge and ability, their information, including the inventions, and if required, to make available their material and equipment; however, they will not assume any warranty for the correctness of information exchanged or the working order of the material or equipment furnished. They shall not be liable to each other for the any damage caused by the utilization of such information, material or equipment.

13.5 Both Parties shall waive the right to claim for damages which may, during the period and within the frame of the exchange of personnel, be inflicted upon the receiving party by the personnel assigned hereunder or which may be inflicted upon the personnel assigned at the receiving party's facilities. Accordingly, each party shall relieve the other party and its personnel from any liquidated damages which may be claimed for by its own personnel or by third parties and which may have been caused within the territory of its country, provided such damage has not been inflicted maliciously.

#### ARTICLE-14 Term of Arrangement (Duration)

14.1 This Arrangement shall be effective for an initial period of five years from the Effective Date of this Arrangement. After the end of this period, the Arrangement shall expire without notice. The KAERI and INER may agree to extend the term of this Arrangement.

#### ARTICLE-15 Termination

15.1 Either Party may terminate this Arrangement by providing the other Party with three months prior written notice of its intention to terminate.

In such event, the Party so providing notice shall complete the tasks to be undertaken by it during the notice period and provide the other Party with its Program Information to and including the date of termination.

15.2 The termination of this Arrangement shall not release either party from the payment of any amount of money then due to the other or from any liability which it may have previously incurred under this Arrangement.

#### Article-16 Language

16.1 The working language of this program shall be English.

16.2 The language for correspondence between the parties and any documentation shall be in English.

#### ARTICLE-17 Force Majeure

17.1 Neither Party shall be liable to the other Party for non-performance or delay in performance of any of its obligation under this Arrangement due to causes reasonably beyond its control including fire, flood, strikes, labor troubles or other industrial disturbances, unavoidable accidents, governmental regulations, riots, and insurrections. Upon the occurrence of such a force majeure condition the affected party shall immediately notify the other party with as much detail as possible and shall promptly inform the other party of any further developments. Immediately after the cause is removed, the affected party shall perform such obligations with all due.

#### ARTICLE-18 Taxes

18.1 The taxes generated by this Arrangement and its implementation shall be charged to INER if originated in Taiwan. Each Party will provide all relevant information as requested by the other party's tax authorities. Except as may be otherwise provided in this Arrangement, the remuneration includes all kinds of taxes in either country.

#### ARTICLE-19 Financial Responsibilities

19.1 KAERI and INER shall be responsible for the salary and all living expenses of their attached staff, and all travel expenses between Korea and Taiwan

#### ARTICLE-20 Price

20.1 The expenses for the work, described in Article-3 and Article-4, shall be borne by INER, at the price agreed upon by the parties.

#### ARTICLE-21 Effective Date (Effectiveness)

21.1 The Arrangement shall become effective on the date upon which the following has been fulfilled.

- Signing of the Arrangement by the duly authorized representative of KAERI and INER.

21.2 This Arrangement shall be considered as having entered its full effect and force upon the signing of this Arrangement by the parties hereto.

#### ARTICLE-22 Notices (Notification)



22.1 All notices, requests, demands, approvals and other communications hereunder shall be written in English, and shall be deemed to have duly given to the other party to be notified as follows unless otherwise expressly provided for in the Arrangement;

- when delivered by hand, or
- at the date of each party's receipt of notice by registered mail, or
- at the date of dispatch of telex

All notices shall be addressed to the appropriate party at its address shown below;

To KAERI :

HANARO General Manager, Mr. Chang Oong CHOI

To INER:

TRR-II Project Manager, Dr. Shih-Kuei Chen

Either party may change its address by providing, written notice to the other party in the manner set forth immediately above.

IN WITNESS WHEREOF, the parties have caused this Arrangement to be executed by their duly authorized representatives as of the date written hereafter.

Done in duplicate, an original copy destined for each Party.

For KAERI

Dr. In Soon CHANG

President

Signature :

Date :

Dr. Il Hiun KUK



Vice president

Signature :

Date :

For INER

Dr. Ging-Shung Yu

Director

Signature :

Date :

Dr. Shih-Kuei Chen

Project Manager

Signature :

Date :