

法規名稱：(終)EXCHANGE OF LETTERS BETWEEN THE ATOMIC ENERGY COUNCIL, TAIPEI AND THE FRENCH INSTITUTE IN TAIPEI FOR ORGANIZING THE EXCHANGE OF INFORMATION AND COOPERATION IN THE FIELD OF NUCLEAR SAFETY (AD.1994.07.30)

終止日期：民國 88 年 06 月 29 日

Taipei, July 30th, 1994

Dear Mr Chairman:

I have the honor to propose the measures specified herewith for organizing the exchange of information and cooperation in the field of nuclear safety between the relevant organizations represented, respectively, by the French Institute in Taipei (I.F.T.) , and the Atomic Energy Council, Taipei (A.E.C.) (referred to as <the Parties>)

1. SCOPE OF ARRANGEMENT

The Parties agree to exchange the following types of technical information relating to the technical safety of nuclear facilities designated by mutual Consent and the related regulation to be met:

- (1) Topical reports concerning technical safety written by or for either organisation as a basis for, or in support of, regulatory decisions and policies.
- (2) Documents relating to significant procedures and safety-related decisions affecting designated nuclear facilities.
- (3) Detailed documents describing the procedures used to license and regulate certain facilities.
- (4) Reports about operating experience, including reports on nuclear incidents, accidents and shutdowns, and compilation of historical and reliability data of components and systems.
- (5) Regulatory procedures for the safety of designated nuclear facilities.
- (6) Copies of regulatory standards to be used or proposed for use by both organisations.
- (7) Fast notification of important events, such as serious operating incidents, reactor shutdowns ordered by regulatory au-

thorities and events that are of immediate interest for both organisations.

- (8) Information on intervention levels in case of emergency and on classifications of emergency measures.
- (9) Information on emergency planning, regulation and intervention bodies in emergency situations.

2.ADMINISTRATION

- 2.1 The exchange of information under this Arrangement will be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance. A meeting will be held periodically to review the exchange of information, to recommend revisions to the provisions of the Arrangement. The time, place, and agenda for such meetings shall be agreed upon in advance.
- 2.2 An administrator will be designed by 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 energy facilities subject to the exchange, and on specific documents and standards to be exchanged.
- 2.3 The application or use of any information exchanged or transferred between the Parties under this Arrangement shall be the responsibility of the receiving Party, and transmitting Party does not warrant the suitability of such information for any particular use or application.
- 2.4 Recognizing that some information of the type covered in this Arrangement is not available within the Parties to this Arrangement, but is available from other agencies, each Party will assist the other to the maximum extent possible by organizing visits and directing inquiries concerning such information to the appropriate agencies concerned. The foregoing shall not constitute a commitment of other agencies to

furnish such information or to receive such visitors.

3.EXCHANGE AND USE OF INFORMATION

3.1 General

In general, information received by each Party to the Arrangement may be disseminated freely without further permission of the other Party, subject to the need to protect proprietary or other confidential or privileged information as may be exchanged hereunder.

3.2 Definitions(as used in this Arrangement)

- (1) The term <information> means nuclear energy related regulatory, safety, waste management, scientific, or technical data, including information on results or methods of assessment, research, and any other knowledge intended to be provided or exchanged under this Arrangement.
- (2) The term <proprietary information> (in French, <information privilegi'ee>) means information made available under this Arrangement which contains trade secrets or other privileged or confidential commercial information.
- (3) The term <other confidential or privileged information> means information, other than <proprietary information> which is protected from public disclosure under the laws and regulations applicable to the Party providing the information or by a decision in keeping with the policy directives of the Party providing this information and which has been transmitted and received in confidence.

3.3 Marking Procedures for Documentary Proprietary Information

- (1) A Party receiving documentary proprietary information pursuant to this Arrangement shall respect the privileged nature thereof, provided such proprietary information is clearly marked with a restrictive legend.
- (2) This restrictive legend shall be respected by the receiving Party and proprietary information bearing this legend shall not be used for commercial purposes, made public, or disseminated in any manner unspecified by or contrary to the terms of this Arrangement without the consent of the transmitting

Party.

3.4 Dissemination of Documentary Proprietary Information

- (1) In general, proprietary information received under this Arrangement may be freely disseminated by the receiving Party without prior consent to persons within or employed by the receiving Party, and to concerned departments and agencies of the authorities of the receiving Party.
- (2) With the prior written consent of the Party furnishing proprietary information under this Arrangement, the receiving Party may disseminate such proprietary information more widely than otherwise permitted in the previous subsection. The Parties shall cooperate to the possible Extent in developing procedures for requesting and obtaining approval for such wider dissemination.

3.5 Marking Procedures for Other Confidential or Privileged information of a Documentary Nature

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.

3.6 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 3.4, Dissemination of Documentary Proprietary Information, provided that any dissemination of confidential or privileged information shall be on needed case-by-case basis, shall be pursuant to an arrangement on confidentiality, and shall be marked with a restrictive legend similar to that appearing in 3.3 above.

3.7 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 proje-

cts, shall be treated by the Parties according to the principles specified for documentary information in this Arrangement. Provided, however, that the party communicating such proprietary or other confidential or privileged information has placed the recipient on notice as to the character of the information communicated.

3.8 Other

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

If the content of this letter is acceptable to you, this letter and your reply expressing your acceptance, shall constitute an arrangement between our two organizations which shall enter into force on the date of your reply.

This arrangement shall remain in force for five years unless extended by written notice of the parties.

This arrangement may be terminated by either party upon ninety days written notice to the other party.

Sincerely yours,

[Signed]

Jean-Paul REAU

Director of the French Institute

July 30, 1994

Mr. Jean-Paul REAU, Director

The French Institute in Taipei

Suite 1003 Bank Tower

205 Tun Hwa North Road

Taipei, Taiwan

Republic of China

Dear Mr. Reau:

I have the honor to acknowledge receipt of your letter dated July 30, 1994 which reads as follows:

"I have the honor to propose the measures specified herewith for

organizing the exchange of information and cooperation in the field of nuclear safety between the relevant organizations represented, respectively, by the French Institute in Taipei (I.F.T), and the Atomic Energy Council, Taipei (A.E.C) (referred to as "the Parties")

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2.4 Recognizing that some information of the type covered in this Arrangement is not available within the Parties to this Arrangement, but is available from other agencies, each Party will assist the other to the maximum extent possible by organizing visits and directing inquiries concerning such information to the appropriate agencies concerned. The foregoing shall not constitute a commitment of other agencies to furnish such information or to receive such visitors.

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- (2) With the prior written consent of the Party furnishing proprietary information under this Arrangement, the receiving P-

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This arrangement shall remain in force for five years unless extended by written notice of the parties.

This arrangement may be terminated by either party upon ninety days written notice to the other party."

In reply I have the honor to accept, on behalf of our Council, the foregoing understandings and to confirm that the aforesaid letter and this reply shall constitute an agreement between the Institute and the Council.

Sincerely yours,

[Signed]

Yih-Yun Hsu, Ph.D.

Chairman