

法規名稱：(終)AGREEMENT BETWEEN THE COORDINATION COUNCIL FOR NORTH AMERICAN AFFAIRS AND THE AMERICAN INSTITUTE IN TAIWAN REGARDING PARTICPATIONIN THE SECOND USNRC INTERNATIONAL PIPING INTEGRITY RESEARCH GROUP PROGRAM (AD.1994.06.30)

終止日期：民國 88 年 06 月 29 日

WHEREAS, the Coordination Council for North American Affairs (C-CNAA) and the American Institute in Taiwan (AIT) have a mutual interest in cooperation in the field of light water reactor safety research;

WHEREAS, the United States Nuclear Regulatory Commission (USNRC) is sponsoring at Battelle Memorial Institute, Columbus Laboratories (hereinafter called Battelle) a program of safety research on ductile Piping fracture mechanics under USNRC Contract No. N-RC-04-90-069 (Short Cracks Program);

WHEREAS, the USNRC may execute cooperative participation agreements with other parties in connection with the participation of such agencies in the second USNRC International Piping Integrity Research Group Program (IPIRG-O) under terms and conditions like those set forth herein;

WHEREAS, the AIT is authorized under the Taiwan Relations Act of April 10, 1979, Public Law 96-8 (22 USC 3301 et seq.) to enter into agreements relative to Taiwan on behalf of the USNRC;

WHEREAS, the USNRC serves as AIT's designated representative for the purpose of implementing an agreement for participation in IPIRG-3 between AIT and the CCNAA, the instrumentality having the necessary authority to act on behalf of the authorities on Taiwan;

WHEREAS, the CCNAA is interested in participating in IPIRG-P and will do so through its designated representative, the Atomic Energy Council (AEC);

THEREFORE, the CCNAA and the AIT (the parties) have AGREED as follows:

ARTICLE 1-OBJECTIVE

1.1 CCNAA, through its designated representative AEC, in accordance with the provisions of this Agreement and subject to a-

pplicable laws and regulations will participate in the USNRC IPIRG-8, as described in Appendix I, or as amended.

1.2 The research program included under this Agreement is directed to the development and experimental verification of ductile piping fracture mechanics analysis techniques and piping material properties data. This will include performance of fracture tests on pipe specimens, development of material properties data, and performance of analytic studies with the objective of developing engineering solutions that can be applied to the evaluation of real or postulated pipe cracks under service conditions. In view of the significant information on ductile piping fracture mechanics to be derived from this unique program, and in consideration of the large scope of effort and cost attendant in consideration of the large scope of effort and cost attendant in carrying out such a program, the AIT's designated representative, the USNRC, considers this project to be one appropriate for collaborative interest by other parties.

1.3 The technical work program set forth in Appendix I or as amended constitutes the program to be carried out by Battelle for the AIT's designated representative, the USNRC, in collaboration with Participants in IPIRG-P.

1.4 The AIT's designated representative, the USNRC, is also sponsoring other programs pertinent to piping integrity. The programs and their work scopes are described in Appendix II. The AIT will make the results of those programs available to the CCNAA. The CCNAA will be permitted to have detailed consultations with the scientists cognizant of these programs, provided that such consultations do not present a significant time or cost burden to the programs. Such consultations are subject to prior approval by the AIT's designated representative, the USNRC.

ARTICLE 2. SCOPE OF AGREEMENT

2.1 Battelle will provide the necessary management, personnel, materials, equipment and services to carry out the IPIRG-1

program. This will be accomplished by Battelle through its Contract No. NRC-04-91-063.

- 2.2 The CCNAA will receive from Battelle a monthly letter report presenting the progress and status of each task as described in Appendix I, or as amended.
- 2.3 The CCNAA will have access to all of the experimental data generated by the Short Cracks Program and by the USNRC Contract No. NRC-04-91-063 with Battelle prior to and during the period of this agreement. This involves raw test data from pipe fracture experiments, and material properties testing as described in Appendix I, or as amended. Battelle will make its best effort to have the experimental data in the mail within one month of the completion of the experiment.
- 2.4 The CCNAA will have access to all of the results of analyses performed under the Short Cracks Program and under the USNRC Contract No. NRC-04-91-063 with Battelle prior to and during the period of this Agreement. The results of these analyses will be reported to the CCNAA as developed.
- 2.5 The CCNAA will have access to all of the new ductile piping fracture mechanics solutions developed by the Short Cracks Program and by the USNRC Contract No. NRC-04-91-063 with Battelle prior to and during the period of this Agreement. As solutions are developed they will be provided to the CCNAA.
- 2.6 The CCNAA shall have access to the NRC Piping Fracture Mechanics Data Base (PIFRAC) and updates to that data base. The CCNAA also shall have access to the other USNRC funded programs as described in Appendix II and consistent with Article 1.4.
- 2.7 The CCNAA may send representatives to visit the Battelle test facilities and, on a case by case basis, may assign a mutually agreed upon technical specialist for participation in the performance and analysis of the IPIRG-2 experiments conducted under the USNRC Contract No. NRC-04-91-063 with Battelle, subject to approval by the AIT's designated representative, the USNRC, and Battelle concerning the terms upon wh-

ich such a visit or assignment shall be made.

- 2.8 The CCNAA will provide Battelle; the AIT's designated representative, the USNRC; and other parties contributing to the funding of the IPIRG-P program access to all results obtained from the AIT designated representative's analyses of information and experimentation developed as part of the IPIRG-3 Program.
- 2.9 Funds contributed by the CCNAA will be used to perform tests and analyses under the IPIRG-1 technical work program described in Appendix I, or as amended.
- 2.10 The CCNAA will bear the total costs of transportation, living expenses and any other costs arising from its participation under this Agreement.
- 2.11 Parties not participating in the IPIRG-2 Program, outlined in Appendix I, or as amended, may wish to propose the performance of research tasks. Such research may be performed only with the concurrence of the AIT's designated representative, the USNRC, and the Technical Advisory Group, and all information derived from such activities will be made available to the IPIRG-8 membership.

ARTICLE 3-ESTIMATED PROJECT COSTS, SCHEDULE AND PAYMENT

- 3.1 It is understood that the IPIRG-S program, as presently structured, will continue for a total period of at least three (3) years. The AIT's designated representative, the USNRC, will contribute \$300,000 U.S.
- 3.1.1 annually over the initial 3 year period, subject to the availability of appropriated funds, for a minimum total contribution of \$900,000 U.S.
- 3.2 The CCNAA, as a contribution for participation in the IPIRG-2 program, agrees to pay the AIT the amount of \$80,000 U.S. annually for a 3 year period, for a total contribution of \$240,000 U.S. The initial payment will be made within 30 days of the final signing of this agreement and the subsequent two annual payments will be made within 30 days of the anniversary date of this agreement.

- 3.3 Battelle has agreed with the AIT's designated representative, the USNRC, that all work will be conducted on a cost-reimbursement, best-efforts basis within the time and funds provided. The CCNAA shall not be obligated to reimburse the AIT for costs incurred in excess of its required contribution as set forth in Article 3.2.
- 3.4 Battelle's costs shall be determined on the basis of their normal accounting procedures and practices and shall be in accordance with (1) applicable Federal Acquisition Regulation cost principles, and (2) any specific contractual agreements.
- 3.5 If the CCNAA's support of IPIRG-9 is conditioned upon annual commitments of funds, the CCNAA shall notify the AIT immediately of any changes in funding for succeeding years.
- 3.6 Additional participants may be included in the IPIRG-2 during the period of this Agreement under similar terms and conditions. Any new Participant will be expected to pay the same amount paid by other Participants for information developed in the IPIRG- 2 program prior to the new Participant joining the program.

ARTICLE 4-PROGRAM MANAGEMENT

- 4.1 The AIT's designated representative, the VSNRC, shall appoint a representative who shall have the authority and be solely responsible for approving, scheduling, managing and supervising the execution of the work to be performed under the IPIRG-2 program that is conducted under the USNRC Contract No. NRC-04-91-063 with Battelle. The name of the appointed representative shall be furnished to the CCNAA and may be changed by the AIT's designated representative, the USNRC, from time to time.
- 4.2 The AIT's designated representative, the USNRC, shall have the authority and responsibility for determining the most beneficial scope and location of work to be performed using funds contributed by IPIRG-3 participants. In discharging this responsibility, the AIT's designated representative, the

USNRC shall consider the broad program direction provided by the Technical Advisory Group as described in Article 4.3.

- 4.3 The IPIRG membership shall generally consist of each participant that contributes at least \$160,000 U.S. annually up to a maximum total contribution of \$480,000 U.S. However, subject to the approval of a majority of the members of the Technical Advisory Group, a membership may consist of a contribution of \$80,000 U.S. annually up to a maximum total contribution of \$240,000. A membership can consist of a group of organizations within a single participating jurisdiction. However, those organizations shall designate a single organization or representative that shall be contractually connected to the IPIRG-9 program.

- 4.3.1 The IPIRG-2 members shall establish a Technical Advisory Group composed of one representative from each member. The representative may be assisted by consultants of the organizations represented. The Technical Advisory Group shall meet semiannually and be responsible for reviewing experimental results and planned work. The location of these meetings shall include the United States, Europe, and Asia. Participants' contributions to total IPIRG-P program funding will be considered in determining the number of meetings to be held at a particular location. The Technical Advisory Group shall be chaired by the AIT's designated representative, the USNRC. There is only one vote for each \$160,000 U.S. annual membership contribution. Once approved for membership, the CCNAA shall have one-half of a vote in the Technical Advisory Group in accordance with its \$80,000 U.S. annual contribution. Broad program direction for IPIRG-2 program research shall be formulated by a majority vote of the member representatives in the Technical Advisory Group, provided that such program direction is consistent with the research objectives of the AIT's designated representative, the USNRC, as described in USNRC Contract No. NRC-04-91-063.

4.3.2 Consultants assisting member representatives to the Technical Advisory Group shall not disclose information made available under this Agreement without the prior consent of the AIT's designated representative, the USNRC.

4.4 Subject to programmatic guidance by the AIT's designated representative, the USNRC, under 4.1 above, the detailed implementation of the program as currently described in Appendix I, or as amended, shall be under Battelle management. The program manager appointed by Battelle shall be approved by the AIT's designated representative, the USNRC.

5.1 General

ARTICLE 5-EXCHANGE AND USE OF INFORMATION

The parties support the widest possible dissemination of information provided or exchanged under this Agreement, subject both to the need to protect proprietary or other confidential or privileged information as may be exchanged hereunder, and to the provisions of the Intellectual Property Addendum, which is an integral part of this Agreement.

5.2 Definitions

For the purposes of this Agreement:

5.2.1 The term "information" means nuclear energy-related regulatory, safety, safeguards, 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 Agreement.

5.2.2 The term "proprietary information" means information created or made available under this Agreement 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 party) except on the basis that it be held in confidence;
- d.is not otherwise available to the receiving party from another source without restriction on its further dissemination; and e. is not already in the possession of the receiving party.

5.2.3 The term "other confidential or privileged information" means information, other than "proprietary information," which is protected from public disclosure under the laws and regulations of the jurisdiction of the party providing the information or, where provided by CCNAA, those applicable in the territory represented by CCNAA, and which has been transmitted and received in confidence.

5.3 Marking Procedures for Documentary Proprietary Information A party receiving documentary proprietary information pursuant to this Agreement 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 Agreement date _____ between the American Institute in Taiwan and the Coordination Council for North American Affairs and shall not be disseminated outside these organizations, their designated representatives, consultants, contractors, and licensees, and concerned departments and agencies of the authorities in the territory represented by AIT and concerned authorities in the territory represented by CCNAA without the prior approval of (name of transmitting 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 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 Agreement without the consent of the transmitting party.

5.4 Dissemination of Documentary Proprietary Information

5.4.1 In general, proprietary information received under this Agreement may be freely disseminated by the receiving party without prior consent to persons within or employed by the receiving party, and to concerned authorities in the territory represented by the receiving party.

5.4.2 In addition, proprietary information may be disseminated without prior consent, consistent with this Agreement.

a.to prime or subcontractors or consultants of the receiving party located within the geographical limits of that party's territory, for use only within the scope of work of their contracts with the receiving party in work relating to the subject matter of the proprietary information;

b.to domestic organizations permitted or licensed by the receiving party to construct or operate nuclear production or utilization facilities, or to use nuclear materials and radiation sources, provided that such proprietary information is used only within the terms of the permit or license; and

c.to domestic contractors of organizations identified in 5.4.2.b., above, for use only in work within the scope of the permit or license granted to such organizations, provided that any dissemination of proprietary information under 5.4.2.a., b., and c., above, shall be on an as-needed, case-by-case basis, shall be pursuant to an agreement of confidentiality, and shall be marked with a restrictive legend substantially the same as that appearing in 5.3 above.

5.4.3 With the prior written consent of the party furnishing proprietary information under this Agreement, the receiving



party may disseminate such proprietary information more widely than otherwise permitted in subsections 5.4.1 and 5.4.2. The parties shall cooperate in developing procedures for requesting and obtaining approval for such wider dissemination, and each party will grant such approval to the extent permitted by its national policies, regulations, and laws.

5.5 Marking Procedures for Other Confidential or Privileged Information of a Documentary Nature A party receiving under this Agreement other confidential or privileged information shall respect and protect 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

5.5.1 that the information is protected from public disclosure by the authorities of the transmitting party or where transmitted by the CCNAA, in the territory represented by the CCNAA; and

5.5.2 that the information is transmitted under the condition that it be maintained in confidence.

5.6 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 5.4, Dissemination of Documentary Proprietary Information.

5.7 Non-Documentary Proprietary or Other Confidential or Privileged Information Non-documentary proprietary or other confidential or privileged information provided in seminars and other meetings arranged under this Agreement, or information arising from the attachments of staff, use of facilities, or joint projects, shall be treated by the parties according to the principles specified for documentary information in this Agreement; 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.

5.8 Consultation

If, for any reason, one of the parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the nondissemination provisions of this Agreement, it shall immediately inform the other party. The parties shall thereafter consult to define an appropriate course of action.

5.9 Other

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

ARTICLE 6-DISPUTES

Cooperation under this Agreement shall be in accordance with the laws and regulations of the respective parties. Any dispute or questions between the parties concerning the interpretation or application of this Agreement arising during its term shall be settled by mutual agreement of the parties.

ARTICLE 7-RESPONSIBILITY

In view of the research and developmental nature of the work hereunder, Battelle's responsibility shall be limited to applying its best efforts in the performance of such work by competent staff within the limits of time and funds provided. Accordingly, it is agreed that:

Neither the AIT; its designated representative, the USNRC; Battelle; nor the CCNAA, its designated representative, the AEC; nor any other party collaborating in the IPIRG-2 Program;

Makes any warranty or guarantee whatsoever including warranties of fitness for purpose or of merchantability for any item or research result, including any resulting inventions, which may be delivered under this Agreement;

Makes any warranty, expressed or implied, or assumes any liability with respect to the accuracy, completeness or usefulness of the information that results from the implementation of the study;

Assumes any liability with respect to the use of any information

, instruction, design, apparatus, methods or process disclosed or applied in the implementation of the project.

ARTICLE 8-TERMINATION

The CCNAA may withdraw from the present Agreement after providing the AIT written notice of withdrawal at least six months prior to the anniversary date of the Agreement.

ARTICLE 9-MODIFICATION AND INTEGRATION

No modification to this Agreement shall be valid unless written and signed by an authorized representative of the CCNAA and the AIT. This Agreement, including the Addendum on intellectual property, contains the entire understanding between the parties and there are no understandings not set forth or incorporated by reference herein.

ENTRY INTO FORCE

This Agreement shall enter into force upon signature by both parties, and shall remain in force not longer than five years from the date last indicated below.

FOR THE COORDINATION COUNCIL

FOR NORTH AMERICAN AFFAIRS

[Signed]

BY: James Wen-Chung Chang

TITLE: Deputy Representative

DATE: June 30, 1994

PLACE: Washington, DC

FOR THE AMERICAN INSTITUTE

IN TAIWAN

[Signed]

BY: J.Richard Beck

TITLE: DEPUTY MANAGING DIRECTOR

DATE: FEBRUARY 7, 1994

PLACE: ARLINGTON, VIRGINIA

INTELLECTUAL PROPERTY ADDENDUM

Pursuant to Article 5 of this Agreement:

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant implementing arrangements. The Parties agree to notify one another in a timely fashion of any inventions or copyrighted works arising under this Agreement and to seek protection for such intellectual property in a timely fashion. Rights to such intellectual property shall be allocated as provided in this

Addendum.

1.SCOPE

A.This Addendum is applicable to all cooperative activities undertaken pursuant to this Agreement, except as otherwise specifically agreed by the Parties or their designees.

B.For purposes of this Agreement, "intellectual property" shall have the meaning found in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967; viz., "intellectual property" shall include the rights relating to:

- literary, artistic and scientific works,
- performances of artists, phonograms, and broadcasts,
- inventions in all fields of human endeavor,
- scientific discoveries,
- industrial designs,
- trademarks, service marks, and commercial names and designations,
- protection against unfair competition,

and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

C.This Addendum addresses the allocation of rights, interests, and royalties between the Parties. Each party shall ensure that the other Party can obtain rights to intellectual property allocated in accordance with the Addendum by obtaining those rights from its own participants through contracts or other legal means, if necessary. This Addendum does not otherwise alter or prejudice the allocation between:

- The AIT and nationals of the territory represented by the AIT which shall be determined by the laws of that territory;
or
- CCNAA and nationals of the territory represented by CCNAA which shall be determined by laws and practices applicable in that territory concerned participating institutions or, if necessary, the Parties or their designees.

D.Termination or expiration of this Agreement shall not affect

rights or obligations under this Addendum.

II.ALLOCATION OF RIGHTS

A.Each Party 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 Agreement. 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 II(A) above, shall be allocated as follows:

1.Visiting researchers, for example, scientists visiting primarily in furtherance of their education, shall receive intellectual property rights under the policies of the host institution. In addition, each visiting researcher named as an inventor shall be entitled to share in a portion of any royalties earned by the host institution from the licensing of such intellectual property.

2.(a) For intellectual property created during joint research, for example, when the Parties, participating institutions, or participating personnel have agreed in advance on the scope of work, each Party shall be entitled to obtain all rights and interests in its own country. The Party in whose country or territory the invention was made shall acquire all rights and interests in third countries. If research is not designated as "joint research", rights to intellectual property arising from the research will be allocated in accordance with paragraph II.B.1. In addition, each person named as an inventor shall be entitled to share in a portion of any royalties earned by either institution from the licensing of the property.

(b) Notwithstanding paragraph II.B.2.(a), if a type of intellectual property is available under the laws of one Party

but not the other Party, the Party whose laws provide for this type of protection shall be entitled to all rights and interests worldwide. Persons named as inventors of the property shall nonetheless be entitled to royalties as provided in paragraph II.B.2.(a).