

法規名稱：AGREEMENT FOR THE EXCHANGE OF SCIENTIFIC AND TECHNICAL INFORMATION ON NUCLEAR INSTALLATION DECOMMISSIONING PROJECTS

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AGREEMENT FOR THE EXCHANGE OF SCIENTIFIC AND TECHNICAL INFORMATION ON NUCLEAR INSTALLATION DECOMMISSIONING PROJECTS

Belgoprocess and the Centre d'etude de l'energie nucleaire (CEN/SCK) (Belgium), Atomic Energy of Canada Limited (Canada), the Commissariat a l'Energie Atomique (CEA), COGEMA, CODEM and Electricite de France (EDF) (France), Forschungszentrum Karlsruhe GmbH (FKZ), Energiewerke Nord GmbH, WAK GmbH and AVR (Federal Republic of Germany), SOGIN (Italy), the Japan Atomic Energy Research Institute (JAERI) and the Japan Nuclear Cycle Development Institute (JNC), JAPCO and RANDEC (Japan), the Korea Atomic Energy Research Institute (KAERI) (Korea), the SE-VYZ (Slovak Republic), the Centro de Investigaciones Energeticas, Medioambientales y Technologicas (CIEMAT) and the Empresa National de Residuos Radiactivos S.A. (ENRESA) (Spain), the Svensk Karnbranslehantering AB (SKB) (Sweden), the Institute of Nuclear Energy research (INER) (Chinese Taipei), the United Kingdom Atomic Energy Authority (UKAEA) and the British Nuclear Fuels (BNFL) PLC (United Kingdom) (hereinafter referred to as the "Participants");

CONSIDERING that Article 5 of the Statute of the OECD Nuclear Energy Agency (NEA) requires the NEA, where appropriate, to promote the formation of joint undertakings for the production and uses of nuclear energy for peaceful purposes, endeavouring to secure the participation of the greatest possible number of countries;

CONSIDERING that the NEA has promoted the formation of a joint undertaking for the exchange of scientific and technical information on the decommissioning of nuclear installations (hereinafter

fter referred to as "CPD");

CONSIDERING that the objective of the CPD is to acquire information from operational experience in decommissioning nuclear installations that is useful for future projects, it being acknowledged that such information can be more effectively obtained, collected and analysed through the sharing of scientific and technical knowledge drawn from a number of current decommissioning projects;

CONSIDERING that several Participants entered into an Agreement, in September 1985, to carry out the CPD, therein referred to as the "Co-operative Programme", over an initial period of five (5) years (hereinafter called the "Original Agreement:");

CONSIDERING that the term of the Original Agreement has been extended, pursuant to the provisions of Article 9(b) thereof, so that its current expiration date is 31 December 2005;

CONSIDERING that several Participants which did not enter into the Original Agreement when it was first adopted in 1985 have subsequently entered into that Agreement pursuant to the provisions of Article 8 thereof;

CONSIDERING that as of October 2003, Belgoprocess, the Centre d'etude de l'energie nucleaire (CEN/SCK) (Belgium), Atomic Energy of Canada Limited (Canada), the Commissariat a l'Energie Atomique (CEA), COGEMA, CODEM, and Electricite de France (France), Forschungszentrum Karlsruhe GmbH (FKZ), Energiewerke Nord GmbH, WAK GmbH, AVR (Germany), the Comitato Nazionale per la Ricerca e per lo Sviluppo dell' Energia Nucleare e delle Energie Alternative, the Ente Nazionale per l'Energia Elettrica, SOGIN (Italy), the Japan Atomic Energy Research Institute, the Japan Nuclear Cycle Development Institute, RANDEC (Japan), the Korea Atomic Energy Research Institute (Korea), SE-VYZ (Slovak Republic) the

Centro de Investigaciones Energeticas, Medioambientales y Tecnologicas, Empresa Nacional de Residuos Radiactivos S.A. (Spain), Svensk Karnbranslehantering AB (Sweden), the Institute of Nuclear Energy Research (Chinese Taipei), the United Kingdom Atomic Energy Authority, British Nuclear Fuels PLC, AEA Technology PLC (United Kingdom) are participants in the Original Agreement;

CONSIDERING that the terms and conditions of the Original Agreement have been amended, pursuant to the provisions of Article 9 (b) thereof, to reflect changes in the method of operation of the CPD, its cost of operation and the financing of such cost;

CONSIDERING that it is now desirable to terminate the Original Agreement and enter into a new agreement which will more clearly define the scope, objectives, membership, method of operation and financing of the CPD;

AGREE to terminate the Original Agreement and to enter into this new Agreement governing the CPD, in accordance with the terms and conditions set out below:

Article 1

SCOPE AND OBJECTIVES

- a) The Participants agree to exchange scientific and technical information in respect of decommissioning projects in their respective countries, with the information to be provided on such projects being as detailed as the Participants determine to be appropriate. Such information may include, but is not limited to:
 - i) decommissioning project descriptions and plans;
 - ii) data obtained from research and development associated with a decommissioning project;
 - iii) data resulting from the execution of a decommissioning project and lessons learned from such execution.
- b) The decommissioning projects in respect of which information

is to be exchanged under this Agreement are listed in Annex I attached hereto.

- c) The exchange of information under this Agreement shall be carried out through the execution of the programme of work to be established by the Technical Advisory Group referred to in Article 3 and to be approved by the Management Board referred to in Article 2.
- d) The management of each decommissioning project shall remain the sole responsibility of the Participant concerned and the implementation of the CPD under this Agreement is not intended to effect the scope, cost or schedule of any such project.

Article 2

MANAGEMENT BOARD

- a) A Management Board shall be established with overall responsibility for the management and control of the CPD and for ensuring compliance with the scope and objectives of this Agreement.
- b) The Management Board shall consist of one member designated by each Participant responsible for the management of a decommissioning project together with the Chairperson of the Technical Advisory Group referred to in Article 3. Each Participant shall notify the NEA of the member designated to represent it on the Management Board and of an alternate member in the event that the designated member is unable to do so. The Vice-Chairperson of the Technical Advisory Group is the alternate member on the Management Board to the Chairperson of the Technical Advisory Group. The Management Board shall elect a Chairperson and a Vice-Chairperson from among its members to serve for a period of three (3) years.
- c) The Management Board shall:
 - i) determine the general orientation of the CPD;
 - ii) approve each year the annual programme of work proposed by the Technical Advisory Group, and provide general guidance to that Group in carrying out its work;

- iii) approve each year the financial reports submitted to it by the Bureau referred to in paragraph (i) of this Article and by the Project Co-ordinator referred to in Article 4;
 - iv) regularly review the status of decommissioning projects;
 - v) consider and determine any matter brought before it by the Technical Advisory Group, the Project Co-ordinator or any Participant; and
 - vi) carry out such other functions as may be conferred upon it under this Agreement.
- d) Where a Participant proposes that a new decommissioning project, for which it has management responsibility, be included in the CPD, the Management Board shall determine whether or not such new project shall be so included, taking into account, amongst other factors, any recommendation made by the Technical Advisory Group regarding the extent to which that new project complies with the technical criteria set forth in Annex III to this Agreement;
- e) The Management Board shall be convened by its Chairperson, in consultation with the NEA Secretariat, at least once a year. The Project Co-ordinator and a representative of the NEA are invited to attend Management Board meetings in an advisory capacity. The Management Board may invite any expert or specialist to attend a specific meeting of the Management Board as an observer. Reasonable notice of the time, place and agenda of a Management Board meeting shall be given to each member and to other persons otherwise entitled to attend the meeting.
- f) Until such time as the election of a Chairperson and a Vice-Chairperson of the Management Board takes place under this Agreement, those positions, together with that of immediate past Chairperson of the Management Board, shall be held by the members who held those respective positions in relation to the Liaison Committee under the Original Agreement on 31 December 2003.

- g) The Management Board shall reach decisions, to the greatest extent possible, on the basis of consensus. Where, however, consensus can not be obtained and formal voting is requested, decisions shall be made by a two-thirds majority of the votes cast at the meeting, unless unanimity is expressly required by the terms of this Agreement. Unanimity requires the agreement of each member voting at the meeting, and votes may be cast in person or by proxy. All members of the Management Board shall each have one vote except for the Chairperson of the Technical Advisory Group.
- h) If necessary, decisions of the Management Board may be made by regular mail, electronic mail, fax, or other form of written communication in which case unanimity shall be required in respect of the decision. The Chairperson of the Management Board shall ensure that all members are informed of each decision made pursuant to this paragraph.
- i) A Bureau shall be established as the executive committee of the Management Board. It shall comprise the Chairperson, the Vice-Chairperson and the immediate past Chairperson of the Management Board together with the Chairperson of the Technical Advisory Group. Meetings of the Bureau shall be convened as frequently as deemed necessary by the Chairperson of the Management Board in consultation with the NEA Secretariat. The Project Co-ordinator and a representative of the NEA are invited to attend meetings of the Bureau in an advisory capacity.
- j) The Bureau may make such decisions as are necessary to ensure the effective implementation of the CPD under this Agreement during periods between meetings of the Management Board, provided however that all such decisions shall be submitted to the Management Board for ratification within a reasonable period of time thereafter. In particular, the Bureau may invite any expert or specialist to attend a specific meeting of the Management Board as an observer and it shall also be responsible for providing proposals to the Management Board on the

selection of a Project Co-ordinator and for the preparation and submission to the Management Board of an annual budget for the CPD co-ordination services.

- k) The procedures set out in paragraphs (g) and (h) in respect of the Management Board shall equally apply to decisions reached by the Bureau.

Article 3

TECHNICAL ADVISORY GROUP

- a) A Technical Advisory Group shall be established consisting of one senior specialist in respect of each decommissioning project, designated by the Participant responsible for managing that project. Where it is deemed appropriate by the Participant(s) concerned, one specialist may be designated as the representative for more than one decommissioning project.
- b) The Technical Advisory Group shall elect a Chairperson and a Vice-Chairperson from among its representatives to serve for a period of three (3) years. Until such time as the election of a Chairperson and a Vice-Chairperson takes place under this Agreement, those positions shall be held by the representatives who held those respective positions under the Original Agreement on 31 December 2003.
- c) The Technical Advisory Group shall:
- i) each year submit an annual programme of work to the Management Board for its approval;
 - ii) in accordance with the approved programme of work, and subject to any general guidance provided by the Management Board, function as the principle mechanism for the exchange of scientific and technical information under this Agreement, including reviewing and commenting on the information so provided by Participants;
 - iii) report to the Management Board on the progress and results of its work and submit proposals to it on potential means for improving such work;
 - iv) where a Participant proposes that a new decommissioning

project be included in the CPD, provide the Management Board with a recommendation regarding the extent to which that new project complies with the technical criteria set forth in Annex III to this Agreement;

- v) where an applicant applies to participate in this Agreement, provide the Management Board with a recommendation regarding the extent to which the applicant's proposed decommissioning project complies with the technical criteria set out in Annex III; and
 - vi) consider and determine any item referred to it by the Management Board.
- d) The Technical Advisory Group may invite any expert or specialist to attend a specific meeting of the Technical Advisory Group as an observer. Such invitations are only to be extended on an ad hoc basis and must conform to any general guidance provided by the Management Board. The NEA is also invited to attend all meetings of the Technical Advisory Group in an advisory capacity.

Article 4

PROJECT CO-ORDINATION

- a) The Management Board shall retain the services of a Project Co-ordinator for such period or periods of time as it deems appropriate, to provide co-ordination services for the implementation of the CPD under this Agreement: The selection of a Project Co-ordinator by the Management Board shall be based upon proposals presented to it by the Bureau. The incumbent Project Co-ordinator shall not participate in any deliberations of either the Management Board or the Bureau concerning any aspect of this selection process.
- b) The duties of the Project Co-ordinator shall include the following:
 - i) in co-operation with the NEA, prepare the documents necessary for Management Board and Bureau meetings, including the minutes, and attend such meetings;

- ii) provide secretariat services to the Technical Advisory Group, including preparing all documents necessary for its meetings, attending such meetings as necessary and when required, producing minutes of such meetings;
 - iii) maintain an overview of the status of all decommissioning projects;
 - iv) prepare the annual financial reports covering the CPD co-ordination services as set out in Article 5 (b);
 - v) where requested by the Management Board, prepare preliminary drafts of internal technical documents and reports as defined in the CPD programme of work and co-ordinate the finalisation of such reports;
 - vi) such other duties as the Management Board may decide.
- c) A table showing the tasks of the Project Co-ordinator together with the corresponding estimated resource requirements is set out in Annex II attached hereto. Such table shall be subject to change from time to time.

Article 5

FUNDING OF CO-ORDINATION SERVICES

- a) The Participants agree to provide financial support, by way of monetary or in-kind contributions, to cover the cost of the CPD co-ordination services estimated in Annex II. Each Participant shall provide a minimum of 1 500 euro per year, or such other amount as the Management Board shall determine. Contributions shall be due on dates to be set by the Management Board.
- b) The financial year of this Agreement is from 01 January to 31 December. The Bureau shall prepare and present to the Management Board for its approval, no later than 30 September of each year, an annual budget of the CPD co-ordination services contributions and expenditures for the following financial year. The Project Co-ordinator shall prepare and submit to the Management Board for review and approval at its annual meeting, a financial report covering all contributions recei-

ved and expenditures incurred for the CPD co-ordination services during the previous financial year.

- c) The format of all financial reports shall be as specified by the Management Board. The NEA is invited to keep copies of all such reports for three (3) years following each financial year of the term of this Agreement.
- d) The Management Board shall decide upon the disposition of any contributions that remain unused or uncommitted at the expiration of this Agreement, based upon a recommendation of the Bureau.

Article 6

INFORMATION

- a) This Article sets forth the provisions applicable to the publication and protection of scientific and technical information exchanged under this Agreement. Additional rules and procedures shall, where necessary, be adopted by the Management Board, acting by unanimity and in conformity with this Article.
- b) Subject to restrictions applying to patents and copyright, and to prior consultation with the Participant that has provided the information a Participant which has obtained information pursuant to this Agreement may publish that information as long as it is not proprietary information. Any such publication shall indicate that the views and opinions expressed therein do not represent those of the NEA or of its member countries.
- c) Participants shall take all necessary measures in accordance with this Article, the laws of their respective countries and international law to protect proprietary information provided to them pursuant to this Agreement. Proprietary information shall mean information of a confidential nature such as trade secrets and know-how (for example, computer programs, design procedures and techniques, chemical compositions of materials or manufacturing methods, processes, or treatment)

which is appropriately marked, provided such information:

- 1) is not generally known or publicly available from other sources;
- 2) has not previously been made available by the owner to others without obligation concerning its confidentiality; and

- 3) is not already in the possession of the recipient Participant without obligation concerning its confidentiality.

It shall be the responsibility of each Participant supplying proprietary information to identify the information as such and to ensure that it is appropriately marked.

The confidentiality obligations contained in this Article shall survive the expiration of this Agreement for a period of five (5) years.

- d) In respect of any information exchanged under this Agreement, the Participant providing such information shall not be held to warrant the accuracy, completeness or suitability of such information for any particular use or application.

Article 7

OECD NUCLEAR ENERGY AGENCY

- a) In accordance with its Statute, the OECD Nuclear Energy Agency shall encourage the broadest possible participation in this Agreement by its member countries, and shall endeavour to co-ordinate activities under this Agreement with other NEA activities in this field. While Governments of OECD non-member economies co-operating with the OECD/NEA and organisations designated by such Governments will be permitted to join the Agreement as Participants pursuant to Article 9, it is acknowledged that priority should be given to Governments of OECD member countries and to organisations designated by such Governments.
- b) The Management Board shall keep the NEA's Steering Committee for Nuclear Energy regularly informed of the progress made in carrying out the CPD under this Agreement through the NEA's

Radioactive Waste Management Committee.

- c) The NEA is invited to provide secretariat services to the Management Board and to the Bureau and to send representatives to attend meetings of both bodies in an advisory capacity. The NEA is also invited to send an observer to meetings of the Technical Advisory Group.
- d) The NEA may be invited by the Management Board to retain, on behalf of the Participants, the services of the Project Co-ordinator. In such case, the NEA shall carry out the contractual arrangements necessary to implement the Management Board's request in accordance with applicable OECD policies and procedures.
- e) The NEA is invited to provide secretariat and administrative services in connection with the funding referred to in Article 5. Such services shall include issuing a call to Participants for annual contributions, providing Participants with necessary information on the payment thereof to a designated OECD account, arranging for the receipt of contributions and the payment of expenditures, and keeping the required financial accounts as set out in paragraph (c) of Article 5, all in accordance with applicable OECD financial procedures.

Article 8

LEGISLATIVE PROVISIONS

- a) Activities under this Agreement shall be subject to the applicable laws and regulations of the State of the Participant in whose territory the activities in question are carried out .
- b) Each Participant shall use its best efforts to facilitate the accomplishment of formalities involved in the movement of persons and the transfer of materials and equipment required for the exchange of information under this Agreement.

Article 9

ADDITION AND WITHDRAWAL OF PARTICIPANTS

- a) The Government of any OECD member country or of any OECD non-member economy co-operating with the OECD/NEA or any organisation designated by any such Government may apply to become a Participant in this Agreement and, subject to paragraph (b), such application shall be accepted where in the unanimous opinion of the Management Board,
 - i) the applicant is actively planning or carrying out a decommissioning project which, taking into account the recommendation made by the Technical Advisory Group under Article 3(c)(v), meets the technical criteria set out in Annex III, and inclusion of the applicant's decommissioning project in the CPD would be of value to the CPD as a whole; and
 - ii) the applicant is willing and authorised to disclose relevant scientific and technical information concerning its decommissioning project to the other Participants, even where such information is proprietary information as defined in Article 6.
- b) Where an applicant under paragraph (a) is the Government of an OECD non-member economy co-operating with the OECD/NEA or an organisation designated by such Government, its application shall, in addition to meeting the requirements set forth in paragraphs (a)(i) and (ii), be expressly accepted by all Participants which are Governments of NEA member countries or organisations designated by such Governments.
- c) The addition of a new Participant to this Agreement shall become effective upon receipt by the Director-General of the NEA of notification given by the new Participant that it assumes all rights and obligations of a Participant under this Agreement. Upon receipt of such notification, the NEA shall immediately inform the other Participants thereof, confirming the date upon which this Agreement comes into effect for that new Participant.
- d) A Participant may withdraw from this Agreement at any time by giving six months prior written notice to that effect to the

Director-General of the NEA who shall, in turn, immediately notify all other Participants of its receipt of such notice. Notwithstanding its withdrawal from this Agreement, a Participant shall continue to be obliged to comply with the confidentiality requirements of Article 6 hereof for a period of five (5) years following the date at which the Agreement from which it has withdrawn will expire.

- e) The criteria for participation in this Agreement shall be reviewed by the Participants at the time of any extension of the term of this Agreement as provided for under Article 10(c), or at any other time upon the request of a Participant.

Article 10

ENTRY INTO FORCE AND FINAL PROVISIONS

- a) The Original Agreement, as amended from time to time and including the most recent amending Protocol which took effect on 11 October 2001, shall remain in full force and effect as between all Participants until 24h00 UTC on 31 December 2003 at which time it shall be deemed to have expired and shall no longer have any force or effect.
- b) Notwithstanding paragraph (a) of this Article, the provisions concerning the protection of proprietary information which are contained in Article 5 of the Original Agreement and which are identical in all respects to the provisions contained in Article 6 of this Agreement, shall survive the expiration of the Original Agreement for a period of five (5) years.
- c) This CPD Agreement shall enter into effect at 0h00 UTC on 01 January 2004, immediately upon the expiration of the Original Agreement, and it shall remain in force for five (5) years. Its term may be extended thereafter for such further periods of time as are agreed, in writing, by the Participants.
- d) This Agreement may be amended at any time by the written agreement of all Participants, provided however that Annex I and Annex II to this Agreement may be amended at any time by the unanimous decision of the Management Board which decision sh-

all be recorded in the minutes of the meeting during which it was made.

- e) The original of this Agreement shall be deposited with the Director-General of the NEA and the NEA is invited to furnish each Participant with a certified copy thereof.
- f) This Agreement shall not affect any bilateral or other multi-lateral arrangement for co-operation in the exchange of scientific and technical information on the decommissioning of nuclear installations.

DONE at Paris, this November 17th, 2004,

In the English and French languages.