

法規名稱：(終)AGREEMENT BETWEEN THE FUEL CYCLE AND MATERIALS ADMINISTRATION OF THE ATOMIC ENERGY COUNCIL (AEC-FCMA), TAIPEI AND THE SWISS NATIONAL COOPERATIVE FOR THE DISPOSAL OF RADIOACTIVE WASTE (NAGRA) IN THE FIELD OF RADIOACTIVE WASTE MANAGEMENT (AD.1996.11.13)

終止日期：民國 90 年 11 月 12 日

#### AGREEMENT

between

The Fuel Cycle and Materials Administration of the Atomic Energy Council

(hereafter referred to as AEC-FCMA),

with its Head Office at (5F), No. 37, SAN MIN Road, Section 2, PANCHIAO, 200

TAIPEI, TAIWAN, Republic of China

represented by:

Mr. Syh Tsong Chiou,

Director of AEC-FCMA

on the one hand,

AND

The National Cooperative for the Disposal of Radioactive Waste (hereafter referred to as NAGRA),

with its Head Office at Hardstrasse 73, CH-5430 WETTINGEN, SWITZERLAND

represented by:

Mr. Hans Issler

President

on the other hand

Hereafter referred to as the Party or Parties

IN THE FIELD OF RADIOACTIVE WASTE MANAGEMENT

#### PREAMBLE

#### WHEREAS

ACE-FCMA and NAGRA wish to develop cooperation in the field of radioactive waste management;

#### WHEREAS

ACE-FCMA and NAGRA believe that a cooperative programme of equitable information exchange on their respective research and development projects, technology and experience in the management of radioactive waste would be of mutual benefit,

#### WHEREAS

Radioactive waste management and licensing procedures may require that, beyond the above-mentioned informal cooperation, there could be a need for formal exchange of information and experience and the present Agreement is intended to offer an adequate framework for such professional exchange of services,

#### AND WHEREAS

ACE-FCMA and NAGRA recognize the contribution that such research

and development in radioactive waste management can make to protecting the environment, while furthering the safety and economic application of nuclear energy

IT IS AGREED AS FOLLOWS

#### ARTICLE 1

##### OBJECTIVES

The objective of this Agreement is to establish cooperation between the Parties in the field of radioactive waste management and related activities of the nuclear fuel cycle. Cooperation between the Parties shall be on the basis of mutual benefit, equality and reciprocity.

#### ARTICLE 2

##### AREAS OF COOPERATION

1 Cooperation between the Parties in the field of radioactive waste management covered by this Agreement may include:

- a) Waste disposal concepts
- b) Site investigation and characterization
- c) In situ geological, geotechnical, hydrogeological and geochemical studies
- d) Conceptual design of final disposal facilities
- e) Mining techniques for underground cavities (such as drifts and boreholes)
- f) Performance assessment and environmental impact studies
- g) Waste characterization
- h) Public information

2 Other areas of cooperation may be added by mutual written agreement of the Parties.

#### ARTICLE 3

##### FORMS OF COOPERATION

Cooperation under this Agreement may include, but is not limited to, the following forms:

- a) Exchange of scientific and technical information and results of research and development. Such exchanges of information shall be in accordance with Article 5 of this Agreement.
- b) Exchange of scientists, engineers and other specialists for agreed periods for participation in agreed research, development, analysis, design and experimental activities conducted in research centres, laboratories, engineering offices and other facilities and enterprises of each of the Parties or its contractors. Such exchanges of staff shall be in accordance with Article 6 of this Agreement.
- c) Exchange of samples, materials and equipment for testing, subject in each case to a separate written agreement.
- d) Organization of, and participation in, seminars and other meetings on specific agreed topics in the areas listed in Article 2.
- e) Short visits by specialist teams or individuals to the radioactive waste management facilities of the other Party.

- f) Observation of, and participation in, studies dealing with the areas of cooperation listed in Article 2, subject in each case to a separate written agreement.
  - g) Joint projects in which the Parties agree to share the work and/or costs, subject in each case to a separate written agreement. The relative contribution to costs shall be determined in each case allowing for the efforts to be invested by each Party and for the value of background information, infrastructure or support work contributed by each Party.
- Other forms of cooperation may be added by mutual written agreement.

#### ARTICLE 4

##### PROJECT AGREEMENTS

Items mentioned in Article 3 shall be performed under appropriate Project Agreements between the Parties. Project Agreements shall contain detailed provisions for carrying out the proposed activities, including but not limited to such matters as: technical scope, financial compensation, schedule, intellectual property rights, warranties, disputes and arbitration, liability, and indemnification against third party claims.

#### ARTICLE 5

##### EXCHANGE OF INFORMATION

- 1 In this Article, information means scientific or technical data, results or methods of research and development and any other information intended to be provided, exchanged, or arising under this Agreement.
- 2 Information may be exchanged by AEC-FCMA and NAGRA experts either by mail following a written request or during meetings.
- 3 The Parties agree that information provided, exchanged, or arising under this Agreement may be given wide distribution, subject to the need to protect restricted information, to copyright restrictions and to the provisions of Article 8. Wherever practicable, information shall be made available to the public by either Party through customary channels and in accordance with normal procedures of the Parties.

#### ARTICLE 6

##### ATTACHMENT OF STAFF

- 1 Whenever an exchange of staff is contemplated under this Agreement, each Party shall ensure that qualified staff is selected for attachment to other Party.
- 2 Each such attachment shall be the subject of a separate attachment agreement between the Parties.
- 3 Each Party shall be responsible for the salaries, travel and living expenses of its personnel while on attachment to the host Party, unless otherwise agreed.
- 4 The host establishment shall arrange for accommodation for the attached staff and families of the other Party or its contractors on a mutually agreeable, reciprocal basis.

- 5 Each Party shall provide all necessary assistance to the attached staff and their families regarding administrative formalities such as travel arrangements and work permits.
- 6 The attached personnel shall conform to the general and special rules of work and safety regulations in force at the host establishment, or as agreed in separate attachment of staff agreements.

#### ARTICLE 7

##### RESTRICTED INFORMATION

###### A Definition as used in this Agreement

- (i) In this Article, restricted information means any information of a confidential nature that is marked with the following legend: "Restricted Information"
- (ii) Restricted information does not include information which:
- a) One Party can demonstrate was in its lawful possession prior to receipt thereof from the other Party
  - b) Is lawfully in the public domain at the time of one Party's receipt thereof from the other Party or which, after such receipt, becomes a part of the public domain without breach of any confidentiality obligation
  - c) After one Party's receipt thereof from other Party, is lawfully obtained by the receiving Party from another source without restriction on further disclosure, and without breach by such other source of any confidentiality obligation
  - d) Is independently developed or produced by one Party notwithstanding its receipt of the same or substantially similar information from the other Party.

###### B Procedures

- (i) Restricted information received in confidence under this Agreement may be disseminated by the receiving Party to:
- a) Persons within or employed by the receiving Party and concerned Government departments and Government agencies in the country of the receiving Party
  - b) Prime or subcontractors of the receiving Party working on projects within the geographical limits of the receiving Party's country, for use only within the framework of their contracts with the receiving Party in work relating to the subject matter of the restricted information. Provided that any such restricted information shall be disseminated pursuant to an agreement of confidentiality and shall be marked with a restrictive legend identical to that appearing in sub-section A.(i) above.
- (ii) With the prior consent of the Party providing restricted information under this Agreement, the receiving Party may disseminate such restricted information more widely than otherwise permitted in the foregoing sub-section (i). The Parties shall cooperate with each other in developing proced-

ures for requesting and obtaining prior written consent for such wider dissemination, and each Party shall grant such approval to the extent permitted by its national policies, regulations and laws.

- C No restricted information communicated orally shall be subject to the limited disclosure requirements of this Agreement unless the individual communicating such information places the recipient on notice as to the character of the information communicated.
- D In cases where information requested by one Party is not freely available and is of commercial value, the Parties may agree an appropriate charge to cover the costs incurred in compilation of such information.
- E The rights of use and further disclosure granted to a receiving Party under this Article shall in no way prejudice or otherwise derogate from the ownership or other rights of the transmitting Party with respect to restricted information.

## ARTICLE 8

### PATENTS

- 1 With respect to any invention or discovery made or conceived in the course of or under this Agreement by personnel of one Party (the Assigning Party) or its contractors while assigned to the other Party (Receiving Party) or its contractors, in connection with exchange of scientists, engineers, and other specialists:
  - a) The Receiving Party shall acquire all right, title and interest in and to any such invention or discovery in its own country and in third countries, subject to a nonexclusive, irrevocable, royalty-free license to the Assigning Party, its Government and its nationals designated by it, in all such countries.
  - b) The Assigning Party shall acquire all right, title, and interest in and to any such invention or discovery in its own country, subject to a non-exclusive, irrevocable, royalty-free license to the Receiving Party, its Government and its nationals designated by it, in such country.
- 2 With respect to any invention or discovery made or conceived in the course of or under this Agreement by a Party or its contractors as a direct result of employing information which had been communicated to it under this Agreement by the other Party or its contractors or communicated during seminars or other joint meetings, the Party making the invention shall acquire all right, title and interest in and to such invention or discovery in all countries, subject to the grant to the other Party, its Government and its nationals designated by it, of a non-exclusive irrevocable, royalty-free license in all such countries.
- 3 Information regarding inventions on which patent protections

is to be obtained shall not be published or publicly disclosed by the Parties until a patent application has been filed in either country of the Parties; provided, however, that this restriction on publication or dissemination shall not extend beyond six months from the date of reporting of the invention.

It shall be the responsibility of the Party reporting the invention to mark appropriately reports which disclose inventions that have not been appropriately protected by the filing of a patent application.

- 4 Each Party shall, without prejudice to any rights of inventors or authors under its national laws, take all necessary steps to provide the cooperation from its inventors and authors required to carry out the provisions of this Article and Article 9.

#### ARTICLE 9

##### COPYRIGHTS

Copyrights of the Parties shall be accorded treatment consistent with internationally recognized standards of protection. As to copyrights on materials within the scope of paragraph 3 of Article 5 above owned or controlled by a Party, that Party shall make all reasonable efforts to grant to the other Party a license to reproduce or translate the copyrighted materials.

#### ARTICLE 10

##### COORDINATION

- 1 Each Party shall appoint a Coordinator. Coordinators shall be responsible for following on behalf of the Parties the progress of the cooperation under this Agreement and any subsequent Project Agreements.
- 2 Coordinators shall meet on their own initiative alternatively in Taipei and in Wettingen at regular intervals and be assisted where necessary by appropriate expert staff.

#### ARTICLE 11

##### DISCLAIMER

The application or use of any information exchanged under this Agreement shall be the responsibility of the Party receiving it and the other Party does not warrant the suitability of such information for any particular use or application.

#### ARTICLE 12

##### APPLICABLE LAWS AND REGULATIONS

Cooperation under this Agreement shall be in accordance with the laws and regulations under which each Party operates. All questions relating to this Agreement arising during its term shall be settled by the Parties by mutual agreement.

#### ARTICLE 13

##### COSTS

Except when otherwise agreed, all costs resulting from cooperation under this Agreement shall be borne by the Party that incurs them. Cooperation under this Agreement shall be subject to the

availability of appropriate funds.

#### ARTICLE 14

##### LANGUAGE

This Agreement is established in duplicate in the English language, which shall be the authoritative language. An official translation of this Agreement into Chinese will be communicated to the Parties.

#### ARTICLE 15

##### ENTRY INTO FORCE AND TERMINATION

- 1 This Agreement shall come into force upon the later date of signature and shall continue for a five-year period.
- 2 Three (3) months before the date of expiration, the Parties shall consult each other in order to consider the possible extension of this Agreement.
- 3 Any services which have not been completed at the date of expiration can continue until their completion pursuant to the provisions of this Agreement.
- 4 This Agreement may be terminated at any time at the discretion of either Party upon one year's advance notification in writing by the Party seeking to terminate the Agreement.
- 5 Termination of this Agreement shall be without prejudice to rights which may have accrued under this Agreement to either Party up to the date of termination.

#### ARTICLE 16

##### NOTICE

Any notices from one Party to the other pursuant to or as result of this Agreement shall be given to the respective addresses set forth below:

to ACE-FCMA:

The Director

Fuel Cycle and Materials Administration of Atomic Energy Council  
(5F), NO. 37, SAN MIN Road, Section 2, PANCHIAO

220 Taipei County

Taiwan, Republic of China

Telefax number: 886 2 964 7460

to NAGRA:

The President

National Cooperative for the Disposal of Radioactive Waste

Hardstrasse 73

CH-5430 Wettingen

Switzerland

Telefax number: 41 56 4371 207

Either Party may change its address for purposes of receipt of notices by giving at least thirty (30) days prior written notice of such change to the other Party, in the manner prescribed abo-

ve. Any notice so transmitted shall be deemed to have been received on the date of which it was hand delivered, or sent by telefax, telegram or cable, or if mailed, on the 30th day next following the mailing thereof.

IN WITNESS WHEREOF the Representatives of the two Agreeing Parties have affixed their signatures hereto.

Done in Duplicate

|                              |                                 |
|------------------------------|---------------------------------|
| Taipei, Nov. 13, 1996        | Wettingen,                      |
| for                          | for                             |
| The Fuel Cycle and Materials | The Swiss National Cooperative  |
| Administration of the        | for the Disposal of Radioactive |
| Atomic Energy Council        | Waste (NAGRA)                   |
| (ACE-FCMA), Taipei           |                                 |
| [Signed]                     | [Signed]                        |
| Mr.S.T. Chiou                | Mr. H. Issler                   |
| Director                     | President                       |
|                              | Dr. C. McCombie                 |
|                              | Director                        |
|                              | Science &                       |
|                              | Technology                      |