

法規名稱：ARRANGEMENT BETWEEN THE TAIPEI ECONOMIC AND CULTURAL OFFICE IN AUSTRALIA AND THE AUSTRALIAN COMMERCE AND INDUSTRY OFFICE ON NEUTRON BEAM APPLICATIONS RESEARCH

簽訂日期：民國 94 年 06 月 08 日

生效日期：民國 94 年 06 月 08 日

PARAGRAPH I - SCOPE AND EFFECT

This Arrangement embodies understandings between the Australian Commerce and Industry Office and the Taipei Economic and Cultural Office in Australia (the parties) and sets out a framework through which the Australian Nuclear Science and Technology Organisation (ANSTO) may work with the National Science Council, Taiwan (NSC) in areas of mutual interest in neutron beam application research.

The Australian Commerce and Industry Office will commission ANSTO to implement the terms of this Arrangement on behalf of the Australian Commerce and Industry Office. The Taipei Economic and Cultural Office in Australia will commission the National Science Council, Taiwan, to implement the terms of this Arrangement on behalf of the Taipei Economic and Cultural Office in Australia.

PARAGRAPH II - OBJECTIVES:

The broad objective of this Arrangement is to establish a framework to allow ANSTO to carry out technical cooperation with the NSC. The technical objectives of the cooperation are:

- i) To allow NSC related scientists to construct a high-performance cold-neutron triple-axis spectrometer (CNTAS) at ANSTO' s Replacement Research Reactor (RRR), and to operate the CNTAS and related auxiliaries after completion of construction.
- ii) To allow NSC scientists to perform neutron-beam research at

the RRR and High Flux Australian Reactor (HIFAR).

#### PARAGRAPH III - COOPERATION

Cooperative activities will be determined after consultations between ANSTO and NSC and will focus on the following areas of mutual interest: neutron scattering research and the development of neutron scattering instrumentation. Other areas of co-operation may be added from time to time as may be mutually determined by ANSTO and NSC. The types of cooperative activities may include the exchanges of scientific information, scientific visits, seminars and workshops, and joint cooperative research projects.

The implementation of this Arrangement will be effected in part through commercial contracts between ANSTO and NSC.

#### PARAGRAPH IV - RESPONSIBILITIES OF NSC

- A. Provide funding for the full CNTAS construction project and complete construction, on an efficient basis. It is anticipated that commissioning will be complete within 4 years after the last signature hereafter.
- B. Maintaining management responsibility of the CNTAS, and providing funds for associated equipment for operation of the CNTAS.
- C. Providing human resources, after commissioning, at the level of 4 persons plus local administrative support, and running costs for efficient operation of the CNTAS.
- D. Complying with all regulatory requirements, operational procedures and safety instructions of ANSTO.

#### PARAGRAPH V - RESPONSIBILITIES OF ANSTO

- A. Provide high performance cold neutron beam for CNTAS, and

associated facility infrastructure support for efficient operation of the CNTAS.

- B.Allow 70% of one instrument time, at the RRR, for NSC related scientists. This instrument time may be distributed over the full set of neutron beam instruments at the RRR, and will be allocated on the basis of scientific peer-review.
- C.Provide office space and access to facilities, equipment and services at the RRR and Bragg Institute building(s) for work performed by NSC related scientists in connection with activities under this Arrangement.

#### PARAGRAPH VI - INTELLECTUAL PROPERTY

Nothing in this Arrangement should be interpreted as dealing with or implying anything concerning the ownership and rights related to intellectual property generated from research carried out within the framework of collaborative research nor any research carried out on a cost recovery basis. Ownership of intellectual property and associated rights will be negotiated on a case-by-case basis, prior to the commencement of the research.

#### PARAGRAPH VII - EFFECTIVE DATE AND TERM

This Arrangement will become effective on the date of the last signature hereafter. It will run for the period of design, construction, procurement, installation and commissioning of the CNTAS, and for the first 5 years of operation after commissioning. This Arrangement may be renewed, by mutual arrangement of the parties, every 5 years.

#### PARAGRAPH VIII - RESOLUTION OF DIFFICULTIES

ANSTO and NSC undertake to consult, upon request of either of the parties, regarding any matter related to the terms of this



Arrangement and to endeavor jointly (in a spirit of cooperation and mutual trust) resolve any difficulties or misunderstandings that may arise.

#### PARAGRAPH IX - TERMINATION

The Arrangement may only be terminated by mutual consent of the parties.

Signed in duplicate in the Chinese and English languages, each text being equally valid.

FOR THE TAIPEI  
ECONOMIC AND CULTURAL  
OFFICE IN AUSTRALIA

AUSTRALIAN  
COMMERCE AND INDUSTRY  
OFFICE

\_\_\_\_\_  
Mr Timothy Yang  
Representative, TECO

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Ms Frances Adamson  
Representative, ACIO

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Date

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Date