

**法規名稱：**ARRANGEMENT BETWEEN THE TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE IN THE UNITED STATES AND THE AMERICAN INSTITUTE IN TAIWAN FOR THE EXCHANGE OF TECHNICAL INFORMATION AND COOPERATION IN NUCLEAR REGULATORY AND SAFETY MATTERS

**簽訂日期：**民國 100 年 01 月 04 日

**生效日期：**民國 100 年 01 月 04 日

The Taipei Economic and Cultural Representative Office in the United States (TECRO) and the American Institute in Taiwan (AIT) hereinafter referred to as the Parties, in coordination with their respective designated representatives, the Atomic Energy Council of Taiwan (hereinafter called the AEC) and the Nuclear Regulatory Commission (NRC) of the United States of America (hereinafter called the NRC);

Having a mutual interest in exchange of information pertaining to regulatory matters and of standards required or recommended by their designated representatives, the AEC and NRC, for the regulation of safety and environmental impact of nuclear facilities;

Having similarly cooperated in coordination with their designated representatives, the AEC and NRC, in several areas designed to foster the peaceful and non-explosive uses of atomic energy;

In accordance with the Taiwan Relations Act of April 10, 1979, Public Law 96-8, (22 USC 3301 et. seq.); and,

In accordance with the Agreement Between the American Institute in Taiwan and the Coordination Council for North American Affairs Relating to the Establishment of a Joint Standing Committee on Civil Nuclear Cooperation, signed at Taipei on October 3, 1984, and as amended and extended October 2, 1999;

Have agreed as follows:

## I. SCOPE OF THE ARRANGEMENT

### A. Technical Information Exchange

To the extent that their designated representatives the AEC and NRC are permitted to do so under their laws, regulations and policy directives, the Parties through their designated representatives shall exchange the following types of technical information relating to the regulation of safety, safeguards (materials accountancy and control and physical protection), waste management, radiation protection (environmental monitoring, personal dose evaluation, calibration, proficiency testing), nuclear security, emergency preparedness and environmental impact of designated nuclear facilities and to nuclear safety research programs:

1. Topical reports concerning technical safety, safeguards, waste management, radiation protection, nuclear security, emergency preparedness and environmental effects written by or for one of the designated representatives of the Parties as a basis for, or in support of, regulatory decisions and policies.
2. Documents relating to significant licensing actions and safety and environmental decisions affecting nuclear facilities.
3. Detailed documents describing the NRC process for licensing and regulating certain facilities in the territory of the authorities represented by AIT designated by the AEC as similar to certain facilities being built or planned in the territory of the authorities represented by TECRO and equivalent documents on such facilities existing in the territory of the authorities represented by TECRO.
4. Information in the field of reactor safety research, either in the possession of one of the designated representatives of the Parties or available to it,



including light water reactor safety information from the technical areas described in Annex "A" and "B," attached hereto and made a part hereof. These Annexes may be modified by agreement of the Parties. Cooperation in these itemized safety research areas may require a separate agreement, as determined to be necessary by the research organizations of one or both of the designated representatives of the Parties. Each Party's designated representative shall transmit immediately to the other information concerning research results that requires early attention in the interest of public safety, along with an indication of significant implications.

5. Reports on operating experience, such as reports on nuclear incidents, accidents and shutdowns, and compilations of historical reliability data on components and systems.
  6. Regulatory procedures for the safety, safeguards, waste management, radiation protection, nuclear security, emergency preparedness and environmental impact evaluation of nuclear facilities.
  7. Early advice of important events, such as serious operating incidents and ordered reactor shutdowns that are of immediate interest to the designated representatives of the Parties.
  8. Copies of regulatory standards required to be used, or proposed for use, by the designated representatives of the Parties.
- B. Cooperation in Confirmatory Nuclear Safety Research
- The terms of cooperation for joint programs and projects of confirmatory nuclear safety research and development, or those programs and projects under which activities are divided between the designated representatives of the two Parties, including the use of test facilities and/or computer programs owned by the designated representative of



either Party, shall be considered on a case-by-case basis and may be the subject of a separate agreement, if determined to be necessary by the research organizations of one or both of the designated representatives of the Parties. Technical areas specified by such exchanges of letters may be modified subsequently by mutual consent. Temporary assignments of personnel by the designated representative of one Party to the other Party's designated representative shall also be considered on a case-by-case basis and shall, in general, require a separate letter of agreement.

#### C. Training and Assignments

Within the limits of available resources and subject to the availability of appropriated funds, the designated representative of AIT shall cooperate with the designated representative of TECRO in providing certain training and experience for safety personnel of the designated representative of TECRO. The following are typical of, but not necessarily restricted to, the kinds of training and experience that may be provided:

1. TECRO designated representative AEC inspector accompaniment of AIT designated representative NRC inspectors on reactor operation and reactor construction inspection visits in the territory represented by AIT, including extended briefings at AIT designated representative NRC regional inspection offices.
2. Participation by TECRO designated representative AEC employees in AIT designated representative NRC staff training courses.
3. Assignment of TECRO designated representative AEC employees for 6-24 month periods, to the staff of AIT designated representative NRC, to work on staff duties, and gain on-the-job experience.
4. Possible training assignments within the radiation control programs of interested NRC Agreement States.

D. Technical Advice

To the extent that the documents and other information provided by the designated representative of AIT as described in paragraphs A. and C above are not adequate to meet the designated representative of TECRO's needs for technical advice, the Parties' designated representatives shall consult on the best means for fulfilling such needs. The designated representative of AIT shall attempt, within the limits of appropriated resources and statutory authority, to assist the designated representative of TECRO in meeting these needs. For example, within these limits, the designated representative of AIT shall attempt to meet requests that come through the International Atomic Energy Agency for technical assistance missions to the territory of the authorities represented by TECRO by AIT designated representative NRC safety experts.

II. ADMINISTRATION

- A. The exchange of information under this Arrangement shall be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance on a case-by-case basis. A meeting shall be held annually, or at such other times as mutually agreed, to review the exchange of information and cooperation under this Arrangement, to recommend revisions to the Arrangement, and to discuss topics coming within the scope of the exchange. The time, place, and agenda for such meetings shall be agreed upon in advance. Visits which take place under this Arrangement, including their schedules, shall have the prior approval of the administrators referred to in paragraph B following.
- B. An administrator shall be designated by the designated representative of 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 facilities subject to the exchange, and on specific documents and standards to be exchanged. One or more technical coordinators may be appointed as direct contacts for specific disciplinary areas. These technical coordinators shall assure that both administrators receive copies of all transmittals. These detailed arrangements are intended to assure, among other things, that a reasonably balanced exchange providing access to equivalent available information from both sides is achieved and maintained.

- C. The administrators shall determine the number of copies to be provided of the documents exchanged. Each document shall be accompanied by an abstract in English, 250 words or less, describing its scope and content.
- D. The application or use of any information exchanged or transferred between the designated representatives of the Parties under this Arrangement shall be the responsibility of the receiving designated representative, and the transmitting designated representative does not warrant the suitability of such information for any particular use or application.
- E. Recognizing that some information of the type covered in this Arrangement is not available within the designated representatives of the Parties to this Arrangement, but it is available from other agencies in the territory of the authorities represented by the Parties, each Party through its designated representative shall assist the other to the maximum extent possible by organizing visits and directing inquiries concerning such information to an appropriate concerned agency. The foregoing shall not constitute a commitment of such agencies to furnish such information or to receive such visitors.

### III. EXCHANGE AND USE OF INFORMATION

#### A. General

The Parties support the widest possible dissemination of information provided, created, or exchanged under this Arrangement, subject both to the requirements of each Party's designated representatives' laws, regulations and policies and need to protect proprietary and other confidential or privileged information, and subject to the provisions of the Intellectual Property Annex, which is an integral part of this Arrangement.

#### B. Definitions

1. The term "information" means unclassified nuclear energy-related regulatory, safety, safeguards, waste management, radiation protection, scientific, or technical data, including information on results or methods of research and assessment, and any other knowledge provided, created, or exchanged under this Arrangement.
2. The term "proprietary information" means information provided, created, or exchanged under this Arrangement 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 designated representative of a Party) except on the basis that it be held in confidence;
  - (d) is not otherwise available to the receiving designated



- representative of a Party from another source without restriction on its further dissemination; and,
- (e) is not already in the possession of the receiving designated representative of a Party.
3. The term "other confidential or privileged information" means information, other than "proprietary information," which is protected from public disclosure under the laws, regulations, and policies of the designated representative of a Party providing the information and which has been transmitted and received in confidence, or is otherwise restricted by the provider.

C. Marking Procedures for Documentary Proprietary Information

A designated representative of a Party receiving documentary proprietary information pursuant to this Arrangement 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 Arrangement dated Jan.4, 2011, between TECRO and AIT and shall not be disseminated outside the designated representatives of TECRO and AIT, respectively the AEC and NRC, their consultants, contractors, and Licensees, and concerned departments and agencies of authorities of the territories represented by TECRO and AIT without the prior approval of (name of the transmitting designated representative of a 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 Parties to this Arrangement and their designated representatives. Proprietary information bearing this restrictive legend shall not be made public or otherwise disseminated in any manner unspecified by or contrary to the terms of this



Arrangement without the prior written consent of the transmitting designated representative of a Party.

Proprietary information bearing this restrictive legend shall not be used by the receiving Party or designated representative or contractors and consultants for any commercial purposes without the prior written consent of the transmitting designated representative of a Party.

D. Dissemination of Documentary Proprietary Information

1. In general, proprietary information received under this Arrangement may be disseminated by the receiving designated representative of a Party without prior consent to persons within or employed by the receiving designated representative of a Party, and to concerned departments and agencies of the authorities of the territory represented by the receiving Party, provided:
  - a. such dissemination is made on a case-by-case basis to persons, or departments and agencies, having a legitimate need for the proprietary information; and
  - b. such proprietary information shall bear the restrictive legend appearing in Section III.C. of this Arrangement.
2. Proprietary information received under this Arrangement may be disseminated by the receiving designated representative of a Party without the prior consent of the transmitting designated representative of a Party to contractors and consultants of the designated representative of a receiving Party located within the geographical limits of the territory represented by the relevant Party, provided:
  - a. that the proprietary information is used by such contractors and consultants only for work within the scope of their contracts with the receiving designated representative of a Party relating to the subject matter of the proprietary information, and shall not be used by such contractors and consultants for any other private commercial purposes; and,



- b. that such dissemination is made on a case-by-case basis to contractors and consultants having a legitimate need for the proprietary information and who have executed a non-disclosure agreement; and,
    - c. that such proprietary information shall bear the restrictive legend appearing in Section III.C. of this Arrangement.
  3. With the prior written consent of the designated representative of a Party furnishing proprietary information under this Arrangement, the receiving designated representative of a Party may disseminate such proprietary information more widely than otherwise permitted under the terms set forth in this Arrangement. The designated representatives of the Parties shall endeavor to grant such approval to the extent permitted by their respective regulations and policies, provided:
    - a. that the entities receiving proprietary information under Section III.D.3. of this Arrangement, including domestic organizations permitted or licensed by the receiving designated representative of a Party to construct or operate nuclear production or utilization facilities, or to use nuclear materials and radiation sources, have a legitimate need for the proprietary information and have executed a non-disclosure agreement; and,
    - b. that the entities receiving proprietary information under Section III.D.3. of this Arrangement, including domestic organizations permitted or licensed by the receiving designated representative of a Party to construct or operate nuclear production or utilization facilities, shall not use such proprietary information for any private commercial purposes; and,
    - c. that those entities receiving proprietary information under Section III.D.3. of this Arrangement that are



domestic organizations permitted or licensed by the receiving designated representative of a Party, agree to use the proprietary information only for activities carried out under or within the terms of their specific permit or license.

E. Marking Procedures for Other Confidential or Privileged Information of a Documentary Nature

A designated representative of 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 and is accompanied by a statement indicating:

1. that the information is protected from public disclosure by the authorities of the territory of the transmitting designated representative of a Party; and,
2. that the information is transmitted under the condition that it be maintained in confidence.

F. 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 D., Dissemination of Documentary Proprietary Information.

G. 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 projects, shall be treated by the designated representatives of the Parties according to the principles specified for documentary information in this Arrangement; provided, however, that the designated representative communicating such proprietary or other confidential or

privileged information has placed the recipient on notice as to the character of the information communicated.

#### H. Consultation

If, for any reason, one of the designated representatives of the Parties becomes aware that it shall be, or may reasonably be expected to become, unable to meet the non-dissemination provisions of this Arrangement, it shall immediately inform the other Party and its designated representative. The Parties and their designated representatives shall thereafter consult to define an appropriate course of action.

#### I. Other

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

### IV. FINAL PROVISIONS

A. Nothing contained in this Arrangement shall require either Party or its designated representative to take any action which would be inconsistent with its existing laws, regulations and policy directives. Should any conflict arise between the terms of this Arrangement and those laws, regulations and policy directives, the Parties and their designated representative shall consult before any action is taken. No nuclear information related to proliferation-sensitive technologies shall be exchanged under this Arrangement.

B. Unless otherwise agreed, all costs resulting from cooperation pursuant to this Arrangement shall be the responsibility of the Party or designated representative that incurs them. The ability of the Parties and their designated representatives to carry out their obligations is subject to the appropriation of funds by the appropriate authority and to the laws and regulations applicable to the

Parties and their designated representatives.

C. For any agreed upon reimbursable costs, the Party to be reimbursed shall provide the other Party with an invoice for actual expenses (e.g., travel and transportation expenses incurred as part of a trip). The invoice shall be supported with documentation of expenses incurred in accordance with travel policies and procedures applicable to the Party seeking reimbursement and its designated representative. The Party to be reimbursed shall provide any necessary evidentiary receipts and payment vouchers, such as airline ticket receipts. The Party responsible for reimbursement shall pay the Party to be reimbursed for the evident costs within one month after receiving the documented costs from the Party to be reimbursed.

Reimbursement funds received by the Party to be reimbursed shall be transferred to its designated representatives consistent with arrangements between the Party and its designated representative.

D Except as provided in Section II.D of the Intellectual Property Annex, any dispute or question between the Parties concerning the interpretation or application of this Arrangement arising during its term shall be settled by mutual agreement of the Parties.

E. This Arrangement shall enter into force upon the date of the last signature and, subject to paragraph F of this Section, shall remain in force for a period of five (5) years. It may be extended for a further period of time by written agreement of the Parties.

F. Either Party may terminate this Arrangement by providing the other Party and its designated representative written notice at least 180 days prior to its intended date of termination.

G. All information protected by provisions of this Arrangement as proprietary or other confidential or privileged information shall remain so protected for the duration of



this Arrangement and after this Arrangement has expired or terminated, unless otherwise agreed by the Parties in writing.

Signed in duplicate in the Chinese and English Languages. Both texts are equally authentic.

FOR THE TAIPEI ECONOMIC AND  
CULTURAL REPRESENTATIVE OFFICE  
IN THE UNITED STATES

TaTung Chang  
Deputy Representative  
Jan. 4, 2011  
Washington D.C.

FOR THE AMERICAN INSTITUTE IN  
TAIWAN

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