

法規名稱：MEMORANDUM OF UNDERSTANDING ON NUCLEAR COOPERATION BETWEEN THE ATOMIC ENERGY COUNCIL OF THE REPUBLIC OF CHINA (TAIWAN) AND STATE OFFICE FOR NUCLEAR SAFETY OF THE CZECH REPUBLIC

簽訂日期：民國 102 年 01 月 18 日

生效日期：民國 102 年 01 月 18 日

The Atomic Energy Council of the Republic of China (Taiwan) and State Office for Nuclear Safety of the Czech Republic (hereinafter referred to as “ the Parties ”) considering the mutual interest in the fostering of peaceful uses of atomic energy, have agreed to cooperate in nuclear safety and radiation protection as follows :

Article 1 SCOPE OF THE MEMORANDUM OF UNDERSTANDING (hereinafter referred to as “ MOU ”)

The Parties agree to cooperate in efforts in the following areas, and such other areas as may be agreed mutually to by the Parties in writing, in order to improve nuclear and radiation safety and security.

- (1) Nuclear safety, emergency response, radiation protection
- (2) Notification of severe nuclear accidents and assistance in the event of nuclear accident at all types of nuclear facilities.
- (3) Technology development in peaceful uses of atomic energy in terms of medical, agricultural and industrial applications.
- (4) Spent fuel handling.
- (5) Radioactive waste treatment and behavior.
- (6) Dismantling and decontamination.

Article 2 FORMS OF COOPERATION

2.1 The Parties should meet periodically, to review the progress of cooperation between two Parties.

2.2 Substantial projects undertaken within the framework of this MOU shall require the conclusion of a letter of consent or a specific agreement or contract, which shall define the

detailed modalities of this cooperation, including financial conditions

2.3 Cooperation in the areas listed in Article 1 of this MOU may include, but is not limited to, the following activities:

- (1) Exchange of information through letters, reports, legislative documents and other forms of written documents.
- (2) Exchange of samples, materials, instruments and components, for testing under such terms as are mutually agreed.
- (3) Exchange, on a current basis, of scientific and technical information, and results and methods of research and development.
- (4) Exchange of scientists, engineers and other specialists for participation in agreed research, development, analysis, design and experimental activities conducted in research centers and other facilities of each of the Parties or its contractors for agreed periods.
- (5) Organization of, and participation in, seminars and other meetings on specific mutually agreed topics
- (6) Joint projects in which the Parties agree to share the work and / or costs.
- (7) Other specific forms of cooperation mutually agreed to by the Parties in writing.

2.4 Possible coordination of positions in international activities of, such as IAEA, OECD, EU etc.

Article 3 COORDINATION

3.1 Unless otherwise agreed in writing, all costs shall be born by the Party that incurs them.

3.2 A Coordinator will be designated by each Party to coordinate the participation in the overall exchange and cooperation under this MOU. The Coordinator shall be the recipient of all correspondence transmitted under the MOU, unless otherwise agreed.

3.3 Whenever a specific agreement or contract as described in Article 2 is concluded, each Party will designate a

Technical Representative who shall be responsible for carrying out the day-to-day implementation of the foresaid agreement or contract.

- 3.4 Recognizing that some information of the type covered in this MOU is not available within the agencies that are Parties to this MOU, but is available from other agencies; each Party will assist the other to the maximum extent possible by organizing visits and directing inquiries concerning such information to the appropriate agencies concerned. The foregoing shall not constitute a commitment for other agencies to furnish such information or to receive such visitors.

Article 4 CONFIDENTIALITY

- 4.1 The Parties can make free use of information provided by the other Party for their own purposes unless specified that it is confidential.
- 4.2 The Party providing information will retain ownership of such information, whether or not patented.

Article 5 LIABILITY FOR INFORMATION

- 5.1 Information conveyed to the other Party would be accurate to the best judgment and knowledge of the Party conveying it, but the conveying Party does not guarantee the appropriateness of information conveyed for any particular use of application, which the receiving Party might make of it.
- 5.2 Each Party is liable for any direct or indirect damage on its property, personnel or to third parties resulting from its use of information provided by either Party.

Article 6 DISPUTES

The Parties agree that any dispute arising from this MOU will be settled amicably if possible and, if necessary, with the assistance of one or more independent experts.

Article 7 DURATION

- 7.1 This MOU shall enter into force on the date of the last signature, This MOU shall remain valid for five(5) years, and automatically extended for successive periods of five(5) years thereafter unless terminated or amended by either Party, in writing to the other Party, at least three(3) months prior to the end of each five(5)-year period.
- 7.2 All joint activities unfinished on the date of expiry of the MOU will be completed in accordance with the provisions of this MOU. Termination of this MOU will not affect the completion of any existing activities, projects or other co-operation already agreed by the Parties under this MOU.)

In witness whereof the undersigned, being duly authorized thereto, have signed this Memorandum of Understanding.

Done in duplicate in the English language.

For the Atomic Energy
Council of the Republic of
China (Taiwan),
Chuen-Horng Tsai
Minister

For State Office for
Nuclear Safety of the
Czech Republic
Ing. Dana Drabova
Chairman

DATE:Dec.27.2013

PLACE:Taipei

DATE: Jan.18.2013

PLACE: Prague