

**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**

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),

For State Office for Nuclear Safety of
the Czech Republic

BY: Chung 27

BY: Dana

NAME: Chuen-Horng Tsai
(Print)

NAME: Ing. Dana Drabová
(Print)

TITLE: Minister

TITLE: Chairman

DATE: Dec. 27. 2012

DATE: Jan. 18 2013

PLACE: Taipei

PLACE: Prague

中華民國原子能委員會與捷克共和國國家核能安全署 核能合作瞭解備忘錄(中譯本)

中華民國原子能委員會與捷克共和國國家核能安全署(以下簡稱「雙方」)，經考慮促進和平使用原子能之相互利益，同意在核能安全與輻射防護方面共同合作如下：

第1條 瞭解備忘錄(以下簡稱「本瞭解備忘錄」)範圍。

雙方同意共同合作致力於下列領域，以及之後經雙方同意書面列入之項目進行合作，以促進核能與輻射之安全與保安。

- (1) 核能安全、緊急應變、輻射防護。
- (2) 嚴重核子事故通報，及各類核能設施之核子事故協助。
- (3) 在醫療、農業與工業之應用方面，有關原子能和平使用之科技發展。
- (4) 用過燃料之管理。
- (5) 放射性廢棄物處理與其特性。
- (6) 設施拆除與除污。

第2條 合作方式

2.1 雙方應定期會面，檢視雙方之合作進度。

2.2 在本瞭解備忘錄架構內進行之重大計畫，應締結同意書或具體合約或契約，定義此項合作之詳細形式，包括財務狀況。

2.3 本瞭解備忘錄第1條所列合作領域，得包括但不僅限下列活動：

- (1) 透過信函、報告、法律文件或以其他書面文件的方式交換資訊。
- (2) 在雙方同意的條件下，交換樣本、材料、儀器與組件，以進行試驗。
- (3) 在現有基礎上，交換科學與技術資訊以及研究發展之結果與方法。

- (4) 進行科學家、工程師與其他專業人員之交流，於雙方之研究中心或其他約定場所，在約定的時程內進行雙方同意之研究、發展、分析、設計與實驗活動。
 - (5) 安排並參與雙方同意之特定主題研討會與其他會議。
 - (6) 籌辦雙方同意共同規劃並分擔費用之合作計畫。
 - (7) 進行雙方以書面相互同意之其他具體形式的合作。
- 2.4 協調參與國際原子能總署、世界經濟合作發展組織、歐盟等國際組織所舉辦之相關活動的可行地位。

第3條 聯絡協調

- 3.1 除另有書面協議外，任一方提出需求所衍生的費用由提出需求一方負擔。
- 3.2 任一方得指定一名協調聯絡人，協調本瞭解備忘錄下所有交流與合作。除另有協議外，聯絡協調人應為本瞭解備忘錄所有傳送通訊之收件人。
- 3.3 當締結第2條所述之具體合約或契約時，任一方得指定一名技術代表，執行前述合約或契約之日常運作。
- 3.4 鑒於雙方相關機關並無本瞭解備忘錄所包含之部分類型資訊，而為其他機關持有；雙方將盡最大可能協助另一方，以安排拜訪並轉達其資訊需求予適當機關。前述作為不視為其他機關必須提供該資訊或接受該等人員拜訪的承諾。

第4條 保密

- 4.1 除明定為機密資訊項目外，雙方得為自身目的，自由使用另一方提供之資訊。
- 4.2 無論是否為專利資訊，提供資訊之一方將保留該資訊之所有權。

第5條 資訊責任

- 5.1 依傳遞資訊一方之最佳判斷與認知，其傳遞予他方之資訊係屬正確，但不保證其所傳遞之資訊適合接受資訊一方特定使用所需。
- 5.2 任一方各自負責因其使用他方所提供之資訊而導致其財產、人員或第三人之直接或間接損害。

第6條 爭端

雙方同意善意解決因本瞭解備忘錄產生之任何爭端，如有可能且有必要的話，可由一名或一名以上獨立專家協助之。

第7條 效期

- 7.1 本瞭解備忘錄自最後簽署日起生效。本瞭解備忘錄效期為五（5）年，其後每五年一期自動連續展延；但任一方於每五年期間結束前至少三（3）個月給予他方書面終止或修正本瞭解備忘錄者，不在此限。
- 7.2 本瞭解備忘錄屆滿之日尚未完成之所有共同活動，將依本瞭解備忘錄條款完成之。本瞭解備忘錄之終止不影響完成任何既有活動、計畫案或其他雙方依本瞭解備忘錄同意之合作。

為此，雙方經合法授權，於本瞭解備忘錄簽署，以昭信守。

本瞭解備忘錄以英文繕製一式兩份並簽署。

中華民國原子能委員會

捷克共和國國家核能安全署

簽約人： Chuen-Horng Tsai

簽約人： Ing. Dana Drabová

姓名： Chuen-Horng Tsai

姓名： Ing. Dana Drabová

(正楷)

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職稱： Minister

職稱： Chairman

日期： Dec. 27. 20212

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地點： Taipei

地點： Prague