

# **MEMORANDUM OF UNDERSTANDING**

**Between**

**Korea Radioactive Waste Agency (KORAD)**

**and**

**Taiwan Power Company (TPC)**

**in the field of radioactive waste management**

**DRAFT**

This Memorandum of Understanding is made between

**the Korea Radioactive Waste Agency (KORAD)** located on 19 Chunghyocheon-gil,  
Gyeongju-si, Gyeongsangbuk-do, Republic of Korea

and

**the Taiwan Power Company (TPC)** located on No.242, Sec.3, Roosevelt Rd.,  
Zhongzheng District, Taipei City, Taiwan

Hereinafter referred to as collectively the “Parties” and individually a “Party”.

**WHEREAS**

KORAD and TPC have a mutual interest in radioactive waste management;

KORAD and TPC believe that a cooperative program to equitably share technology and experience in radioactive waste management would be mutually beneficial;

KORAD and TPC recognize the contribution that such technology and experience in radioactive waste management can protect the environment.

**IT IS AGREED AS FOLLOWS:**

**ARTICLE 1 – OBJECTIVES**

Cooperation under this Memorandum of Understanding (hereinafter referred to as “MOU”) shall be directed towards mutually agreed topics associated with the management of radioactive wastes. Cooperation between the Parties shall be on the basis of mutual benefit, equality and reciprocity.

**ARTICLE 2 – AREAS OF COOPERATION**

**(It's an example for the relevant activities for MOU. Please review and revise following activities, if needed)**

The areas of cooperation under this MOU may include, but are not limited to, the following activities in radioactive waste management:

1. Radioactive waste management (LILW, HLW, RI) practices and technology
2. Development of disposal facility and equipment
3. Safety assessment and sharing of experience related to regulatory frameworks

4. Improvement of national radioactive waste management strategy
5. Public acceptance and communication
6. Other areas of mutual interest

### **ARTICLE 3 – FORM OF COOPERATION**

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

1. Human resource exchange
2. Technology exchange
3. Mutually agreed areas of cooperation
4. Support for joint cooperation and development among regions
5. Annual meeting once per year with the venue rotating between the two Parties
6. Other forms consistent with the purpose of this MOU

Each project of cooperation is subject to a specific 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.

### **ARTICLE 4 – SPECIFIC COOPERATION**

The cooperation between the Parties in any area or form as contemplated under MOU shall be performed under appropriate agreements to be entered into by the Parties at their sole discretion.

Specific cooperation 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 the third party claims.

### **ARTICLE 5 – MANAGEMENT**

To facilitate the cooperation under this MOU, each Party may designate a representative to serve as a point of contact. The representatives may meet regularly to review the progress of cooperation, discuss potential new areas of collaboration, and consider plans for future activities. The day-to-day coordination of cooperative efforts may be delegated to working-level personnel as agreed by the Parties.

## **ARTICLE 6 – RESTRICTED INFORMATION**

In this article, Restricted Information means any information of a confidential nature that is identified with a “Confidential” marking.

Each Party shall protect the Restricted Information provided by the other Party. Restricted Information shall not be used by the recipient Party or released by the recipient Party to a third party without prior written consent of the originating Party.

The following information shall be exempted from the above confidentiality obligation:

- Information which is or hereafter has become public knowledge through no fault of the recipient Party
- Information which is already in the possession of the recipient Party prior to receipt from the disclosing Party,
- Information which the recipient Party has hereafter lawfully obtained from a third party.

## **ARTICLE 7 – EXCLUSION OF WARRANTIES**

Neither Party makes any warranties regarding or in connection with any information communicated by it under this MOU, any specific cooperation and the performance or the results of activities thereunder, and expressly disclaims all written, oral, express or implied warranties including any statutory warranties and including any warranties of merchantability, fitness for purpose, freedom from the infringement of patents or other privately held rights and including any warranties as to the accuracy, completeness or usefulness of any information provided hereunder or thereunder.

## **ARTICLE 8 – GOVERNING LAWS AND LEGAL ACTIONS**

1. Each Party is to conduct the activities provided for under this MOU in accordance with the applicable laws and regulations of its respective country.
2. All disputes arising in connection with this MOU which cannot be settled amicably shall be settled under Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.
3. The arbitration shall be held in Korea if KORAD is the defending Party and in Taiwan if TPC is the defending Party.
4. The arbitration shall be held in the English language.

## **ARTICLE 9 – COSTS**

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

## **ARTICLE 10 – ENTRY INTO FORCE AND TERMINATION**

1. This MOU shall enter into force upon the date of signature and shall continue for a five-year period.
2. This MOU may be amended or extended at any time by mutual written agreement of the Parties.
3. This MOU may be terminated at any time at the discretion of either Party, upon six months advance notification in writing. Such termination shall be without prejudice to the rights which may have accrued to either Party up to the date of such termination.

Done in two originals, each Party recognizing having received its original

Singed

Signed

Sungdon Cho  
President & CEO  
**KORAD**

Wang Yao-Ting  
President  
TPC

Date :

Date :