

NUCLEAR SAFETY

**Protocol Between the
UNITED STATES OF AMERICA
and CHINA**

Signed at Washington July 11, 2013

with

Addendum and Annex



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“ . . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

CHINA

Nuclear Safety

*Protocol signed at Washington
July 11, 2013;
Entered into force July 11, 2013.
With addendum and annex.*

PROTOCOL

BETWEEN

THE UNITED STATES NUCLEAR REGULATORY
COMMISSION

AND

THE NATIONAL NUCLEAR SAFETY ADMINISTRATION
OF THE PEOPLE'S REPUBLIC OF CHINA

ON COOPERATION

IN NUCLEAR SAFETY MATTERS

July 11, 2013

**PROTOCOL
BETWEEN
THE UNITED STATES NUCLEAR REGULATORY COMMISSION
AND
THE NATIONAL NUCLEAR SAFETY ADMINISTRATION OF
THE PEOPLE'S REPUBLIC OF CHINA
ON COOPERATION IN NUCLEAR SAFETY MATTERS**

The United States Nuclear Regulatory Commission (USNRC) and the National Nuclear Safety Administration of the People's Republic of China (NNSA), hereinafter the Parties;

In accordance with and subject to the "Agreement Between the Government of the United States of America and the Government of the People's Republic of China on Cooperation in Science and Technology," signed in Washington on January 31, 1979, as amended and extended (hereinafter the 1979 Agreement);

Recalling the "Protocol Between the United States Nuclear Regulatory Commission and the National Nuclear Safety Administration of the People's Republic of China on Cooperation in Nuclear Safety Matters," signed on October 17, 1981; as amended and extended on September 26, 1986; as amended and extended on January 11, 1993; and successor agreements signed on September 24, 1998; April 23, 2004; and January 7, 2008;

Considering the "Memorandum of Further Cooperation on the nuclear safety of the Westinghouse AP 1000 Nuclear Reactor" signed on May 25, 2010;

In view of the joint cooperative efforts and results achieved by the Parties, the Parties' reaffirmation of the importance of continued close cooperation in nuclear safety matters, and the Parties' intent to expand significantly the scope of the existing cooperation between them;

Have agreed as follows:

ARTICLE 1

Technical Information Exchange

To the extent that the USNRC and the NNSA are permitted to do so under the laws, regulations, and policy directives of their respective countries, the Parties will exchange unclassified technical and regulatory information relating to the safety and environmental impacts of civil nuclear installations, materials, waste management and activities on the basis of equality, reciprocity, and mutual benefit.

A. The cooperation on nuclear safety regulation of civil nuclear installations and radiological safety may include the following areas:

1. Topical reports concerning nuclear safety, radiological safety including safety for waste management, decommissioning of nuclear power plants and management of radioactive sources and environmental effects written by or for one 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 civil nuclear facilities.
3. Detailed documents describing the USNRC process for licensing and regulating certain U.S. facilities mutually determined to be similar to certain facilities being built or planned in China and equivalent documents on such Chinese facilities.
4. Information in the field of reactor safety research that the Parties have the right to disclose, either in the possession of one of the Parties or available to it, including light water reactor safety information. Cooperation in research areas may require a separate agreement, as determined to be necessary by the research organizations of one or both of the Parties. Each Party 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 nuclear safety, radiological safety including safety for waste management, decommissioning of nuclear power plants, and management of radioactive sources and environmental impact evaluation.
7. Early advice of important events, such as serious operating incidents, government-directed reactor shutdowns, and emerging technical issues, that are of immediate interest to the Parties.

B. Cooperation in Nuclear Safety Research

The terms of cooperation for joint programs and projects of nuclear safety research and development, or those programs and projects under which activities are divided between the two Parties, including the use of test facilities and/or computer programs owned by 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 Parties. When not the subject of a separate agreement, the terms of cooperation may be established by an exchange of letters between the research organizations of the Parties, and shall be subject to the terms and conditions of the present Protocol.

Technical areas specified by such exchanges of letters may be modified subsequently by mutual consent. Temporary assignments of personnel by one Party in the other Party's Agency shall also be considered on a case-by-case basis and shall, in general, require a separate agreement between the research organizations of the Parties.

C. Training and Assignments

Within the limits of available resources and subject to the availability of appropriated funds, the USNRC and NNSA shall cooperate with each other in providing certain training and experience for nuclear safety personnel. Unless otherwise agreed, costs of salary, allowances, and travel of participants shall be paid by the sending Party. The following are typical of, but not necessarily restricted to, the kinds of training and experience that may be provided:

1. USNRC designated inspector accompaniment of NNSA inspectors on reactor operation and construction inspection visits in China, including extended briefings at NNSA headquarters and regional offices and NNSA designated inspector accompaniment of

USNRC inspectors on reactor operation and construction inspection visits in the United States, including extended briefings at USNRC regional inspection offices.

2. Participation of nuclear safety staff in training courses sponsored by each of the Parties (depending on availability of space).
3. Temporary assignment of experts for certain periods to be determined by the Parties to work on staff duties of the regulatory body and gain on the job experience.

ARTICLE 2

Administration

- A. The exchange of information under this Protocol shall be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance on a case-by-case basis. Periodic meetings shall be held at such times as mutually agreed to review the exchange of information and cooperation under this Protocol, to recommend revisions to the provisions of the Protocol, and to discuss topics coming within the scope of the cooperation. The time, place, and agenda for such meetings shall be agreed upon in advance. The terms of the visits which take place under the Protocol, including their schedules, shall have the prior approval of the administrators referred to in Article 2.B.
- B. An administrator shall be designated by each Party to coordinate its participation in the overall exchange under this Protocol. 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 will be responsible for developing the scope of the exchange, including agreement on the designation of the nuclear energy 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 ensure that both administrators receive copies of all transmittals. These detailed Protocols are intended to ensure that a reasonably balanced exchange giving access to equivalent available information 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 Parties under this Protocol shall be the responsibility of the receiving Party, and the transmitting Party 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 Protocol is not available within the agencies that are Parties to this Protocol, but is available from other agencies of the governments of the Parties, each Party shall assist the other to the maximum extent possible by organizing visits and directing inquiries concerning such information to appropriate agencies of the government concerned. The foregoing shall not constitute a commitment of other agencies to furnish such information or to receive such visitors.

ARTICLE 3

Information Exchange and Use

Exchanges of information and technology undertaken in connection with these cooperative efforts will be limited to those which are useful in the development of a nuclear safety regulatory program. Neither Party is required to take any action under this Protocol which would be inconsistent with that Party's applicable domestic laws and regulations. No nuclear information related to sensitive nuclear technologies will be exchanged. The exchange and use of information under this Protocol are further governed by the terms specified in Addendum A, "Exchange and Use of Information," attached hereto and made an integral part of this Protocol.

ARTICLE 4

Intellectual Property Rights

This Protocol will be subject to the 1979 Agreement and Annex on the protection of intellectual property, attached hereto and made an integral part of this document.

ARTICLE 5

Implementation of this Protocol will be subject to the availability of appropriated funds and the budgetary approval of each Party. The payment of costs will be decided by mutual written agreement on a case-by-case basis.

ARTICLE 6

Cooperation under this Protocol shall be in accordance with the laws and regulations of the Parties. Any dispute or questions between the Parties concerning the interpretation or application of this Protocol will be settled by mutual agreement of the Parties.

ARTICLE 7

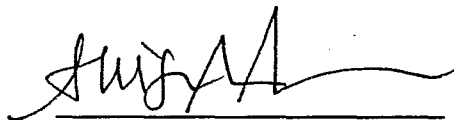
The application or use of any information exchanged or transferred between the Parties under this Protocol will be the responsibility of the receiving Party, and the transmitting Party does not warrant the suitability of such information for any particular use or application.

ARTICLE 8

- A. This Protocol shall enter into force upon signature and, subject to paragraph B of this Article, shall remain in force for a period of five years. It may be extended for a further period of time by written agreement of the Parties.
- B. Either Party may terminate this Protocol after providing the other Party written notice 180 days prior to its intended date of termination.

DONE in Washington, D.C., on this 11th day of July 2013, in duplicate, in the English and Chinese languages, both texts being equally authentic.

FOR THE UNITED STATES
NUCLEAR REGULATORY COMMISSION

A handwritten signature in black ink, appearing to read 'Allison M. Macfarlane', written over a horizontal line.

Allison M. Macfarlane
Chairman

FOR THE NATIONAL NUCLEAR SAFETY
ADMINISTRATION OF
THE PEOPLE'S REPUBLIC OF CHINA

A handwritten signature in black ink, appearing to read 'Li Ganjie', written over a horizontal line.

Li Ganjie
Administrator

ADDENDUM A
EXCHANGE AND USE OF INFORMATION

Pursuant to Article 3 of this Protocol:

A. Definitions

For the purposes of this Protocol and this Addendum A:

1. The term "information" means unclassified nuclear energy-related regulatory, safety, waste management, scientific or technical data, including information on results or methods of assessment, research, and any other knowledge provided, created, or exchanged under this Protocol.
2. The term "proprietary information" means information made available under this Protocol that contains trade secrets or other privileged or confidential commercial information (such that the person having the information may derive a commercial benefit from it or may have a commercial advantage over those who do not have it), and may only include information that:
 - a. has been held in confidence by its owner;
 - b. has not been transmitted by the owner to other entities (including the receiving Party), except on the basis that it be held in confidence;
 - c. is not otherwise available to the receiving Party from another source without restriction on its further dissemination; and
 - d. is not already in the possession of the receiving Party.
3. The term "other confidential or privileged information" means unclassified information, other than "proprietary information," that has been transmitted and received in confidence under this Protocol and is protected from public disclosure under the laws, regulations, or policies of the country of the Party providing the information, or is otherwise restricted by the provider.

B. Marking Procedures for Documentary Proprietary Information

A Party receiving documentary proprietary information pursuant to this Protocol will 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 a Protocol dated July 11, 2013 between the United States Nuclear Regulatory Commission and the National Nuclear Safety Administration of the People's Republic of China and will not be disseminated outside these organizations, their consultants, contractors and licensees, and concerned departments and agencies of the Government of the United States and the Government of China without the prior approval of the transmitting Party. This notice shall be marked on each page of any reproduction hereof, in whole or in part. These limitations shall automatically terminate when this information is disclosed by the owner without restrictions.

This restrictive legend will be respected by the Parties to this Protocol. Proprietary information bearing this restrictive legend shall not be made public or otherwise disseminated in any manner unspecified or contrary to the terms of this Protocol without prior written consent of the transmitting Party. Proprietary information bearing this restrictive legend shall not be used by the receiving Party or its contractors and consultants for any commercial purposes without the prior written consent of the transmitting Party.

C. Dissemination of Documentary Proprietary Information

1. In general, proprietary information received under this, Protocol may be disseminated by the receiving Party without prior consent to persons within or employed by the receiving Party, and to concerned government departments and government agencies in the country of the receiving Party, provided:
 - a. such dissemination is made on a case-by-case basis to persons or departments and agencies having a need for the proprietary information; and
 - b. such proprietary information shall bear the restrictive legend appearing in Section B of this Addendum.
2. Proprietary information received under this Protocol may be disseminated by the receiving Party without prior consent of the transmitting party to contractors and consultants of the receiving Party located within the geographical limits of that Party's territory, 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 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;
- b. that such dissemination is made on a case-by-case basis to contractors and consultants having a 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 B of this Addendum.
3. With the prior written consent of the Party furnishing proprietary information under this Protocol, the receiving Party may disseminate such proprietary information more widely than otherwise permitted under the terms set forth in this Protocol. The Parties will endeavor to grant such approval to the extent permitted by their respective national laws, regulations and policies, provided
- a. that the entities receiving proprietary information under Section C.3 of this Addendum, including domestic organizations permitted or licensed by the receiving Party to construct or operate nuclear production or utilization facilities, or to use nuclear materials and radiation sources, have a need for the proprietary information and have executed a non-disclosure agreement;
 - b. that the entities receiving proprietary information under Section C. 3 of this Addendum, including domestic organizations permitted or licensed by the receiving 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 C. 3 of this Addendum, that are domestic organizations permitted or licensed by the receiving Party, agree to use the proprietary information only for activities carried out under or within the terms of their specific permit or license.

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

A Party receiving under this Protocol other confidential or privileged information will 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 government of the transmitting Party, and
2. that the information is transmitted under the condition that it be maintained in confidence.

E. 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 Section C. of this Addendum, "Dissemination of Documentary Proprietary Information."

F. Non-Documentary Proprietary or Other Confidential or Privileged Information

Non-documentary proprietary or other confidential or privileged information provided in seminars and other meetings arranged under this Protocol, or information arising from attachments of staff, use of facilities, or joint projects, will be treated by the Parties according to the principles specified for documentary information in this Protocol; provided, however, that the Party communicating such proprietary or other confidential or privileged information has placed the recipient on notice as to the character of the information communicated.

G. Consultation

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

H. Other

Nothing contained in this Protocol will preclude a Party from using or disseminating information received without restriction by a Party from sources outside of this Protocol.

ANNEX

INTELLECTUAL PROPERTY RIGHTS

I. General Obligation

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Protocol and relevant implementing arrangements. Rights to such intellectual property shall be allocated as provided in this Annex.

II. Scope

- A. This Annex is applicable to all cooperative activities undertaken pursuant to this Protocol, except as otherwise specifically agreed by the Parties or their designees.
- B. For purposes of this Protocol, "intellectual property" shall mean the subject matter listed in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967 and may include other subject matter as agreed by the Parties.
- C. Each Party shall ensure, through contracts or other legal means with its own participants, if necessary, that the other Party can obtain the rights to intellectual property allocated in accordance with this Annex. This Annex does not otherwise alter or prejudice the allocation between a Party and its nationals, which shall be determined by that Party's laws and practices.
- D. Except as otherwise provided in this Protocol, disputes concerning intellectual property arising under this Protocol shall be resolved through discussions between the concerned participating institutions, or, if necessary, the Parties or their designees. Upon mutual agreement of the Parties, a dispute shall be submitted to an arbitral tribunal for binding arbitration in accordance with the applicable rules of international law. Unless the Parties or their designees agree otherwise in writing, the arbitration rules of United Nations Commission on International Trade Law (UNCITRAL) shall govern.
- E. Termination or expiration of this Protocol shall not affect rights or obligations under this Annex.

III. Allocation of Rights

- A. Each Party shall be entitled to a non-exclusive, irrevocable, royalty-free license in all countries to translate, reproduce, and publicly distribute scientific and technical journal articles, reports, and books directly arising from cooperation under this Protocol. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named.
- B. Rights to all forms of intellectual property, other than those rights described in paragraph IIIA above, shall be allocated as follows:
 1. Visiting researchers shall receive rights, awards, bonuses, and royalties in accordance with the policies of the host institution.
 2. (a) Any intellectual property created by persons employed or sponsored by one Party under cooperative activities other than those covered by paragraph III.(B)(1) shall be owned by that Party. Intellectual property created by persons employed or sponsored by both Parties shall be jointly owned by the Parties. In addition, each creator shall be entitled to awards, bonuses and royalties in accordance with the policies of the institution employing or sponsoring that person.
 - (b) Unless otherwise agreed in an implementing or other arrangement, each Party shall have within its territory all rights to exploit or license intellectual property created in the course of the cooperative activities.
 - (c) The rights of a Party outside its territory shall be determined by mutual agreement considering the relative contributions of the Parties and their participants to the cooperative activities, the degree of commitment in obtaining legal protection and licensing of the intellectual property and such other factors deemed appropriate.
 - (d) Notwithstanding paragraphs III.B(2)(a) and (b) above, if a particular project has led to the creation of intellectual property protected by the laws of one Party but not the other, the Party whose laws provide for this type of protection shall be entitled to all rights to exploit or license intellectual property worldwide although creators of intellectual property shall nonetheless be entitled to awards, bonuses and royalties as provided in paragraph III.B(2)(a).
 - (e) For each invention made under any cooperative activity, the Party employing or sponsoring the inventor(s) shall disclose the inventions promptly to the other Party

together with any documentation and information necessary to enable the other Party to establish any rights to which it may be entitled. Either Party may ask the other Party in writing to delay publication or public disclosure of such documentation or information for the purpose of protecting its rights in the invention. Unless otherwise agreed in writing, the delay shall not exceed a period of six months from the date of disclosure by the inventing Party to the other Party.

IV. Business Confidential Information

In the event that information identified in a timely fashion as business-confidential is furnished or created under this Protocol, each Party and its participants shall protect such information in accordance with applicable laws, regulations, and administrative practices. Information may be identified as "business-confidential" if a person having the information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, and the information is not generally known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential.

美利坚合众国核管制委员会

与

中华人民共和国国家核安全局

关于

核安全合作议定书

二〇一三年七月十一日

美利坚合众国核管制委员会与 中华人民共和国国家核安全局 关于核安全合作议定书

美利坚合众国核管制委员会与中华人民共和国国家核安全局，以下简称双方；

根据一九七九年一月三十一日双方在华盛顿签署、后经修订和续签的《美利坚合众国和中华人民共和国科学技术合作协议》并遵守其有关规定（以下简称一九七九年协议）；

忆及一九八一年十月十七日双方签署的《美利坚合众国核管制委员会和中华人民共和国国家核安全局核安全合作议定书》历经一九八六年九月二十六日、一九九三年一月十一日修订与续签，以及分别于一九九八年九月二十四日、二〇〇四年四月二十三日及二〇〇八年一月七日签署的后续协议；

鉴于二〇一〇年五月二十五日签署的《关于进一步加强西屋公司 AP1000 核反应堆核安全合作备忘录》；

基于双方的共同合作和取得的成果，双方重申在核安全领域保持持续、紧密合作的重要性，并决意在现有合作基础上进一步扩大合作范围；
达成如下议定书内容：

第一条 技术信息交流

美国核管制委员会和中国国家核安全局在各自国家法律、法规以及政策指令允许的情况下，本着平等、互利与互惠的原则，双方开展有关民用核设施、核材料、放射性废物、放射源及相关活动的安全及其对环境影响的非涉密技术与监管信息交流。

A. 双方在民用核设施安全监管和放射性安全方面的合作可以包括以下领域：

1. 由一方编写或为另一方编写的、作为民用核设施监管决策及政策支持或依据的民用核设施安全、包括废物管理、核电厂退役及放射源管理在内的放射性安全及环境影响的专题报告；

2. 涉及民用核设施的重要许可证活动、安全及环境决策的有关文件；

3. 介绍美国核管制委员会针对部分美国核设施的许可和监管程序的详细文件，此类核设施经双方认定与中国在建或计划建造的部分核设施相似；以及中国国家核安全局针对此类中国核设施的许可和监管程序的相关文件；

4. 双方有权公开（包括拥有所有权或者可以获得）的反应堆安全研究信息，包括涉及的轻水反应堆技术安全信息。如一方或双方研究机构认为有必要，研究领域的各项合作可单独签署协议。出于公共安全考虑，一方应立即将需要及早关注的研究结果及其产生的重要影响告知另一方。

5. 运行经验报告，包括核事件、核事故与停堆报告以及设备与系统可靠性的历史数据汇总；

6. 民用核设施安全和包括废物管理、核电厂退役及放射源管理在内的放射性安全的监管程序及环境影响评价；

7. 对涉及双方切身利益的重要事件及早提出建议，如严重运行事件、政府要求的停堆和新出现的技术问题。

B. 核安全研究合作

对于核安全研发联合项目和计划，或双方分工执行的项目和计划，包括使用一方拥有的实验设施和/或计算机软件，合作条款应采用一事一议的方式，如一方或双方研究机构认为有必要可单独签署协议。如不单独签署协议，合作条款可由双方研究机构通过信函往来确定，并受本议定书条款的约束。

通过信函往来确定的技术合作领域可在双方同意的条件下进行修改。一方派员赴另一方机构执行临时任务应采用一事一议的方式，并且通常应由双方研究机构单独签署协议。

C. 培训与委派任务

在双方可用资源和可用经费允许的范围内，美国核管制委员会与中国国家核安全局应合作为各自从事核安全工作的人员提供一定的培训与经验共享。除非另行达成一致，否则参训人员的工资、补贴和差旅费用均由派出一方自行承担。以下是双方可以提供但不限于此的培训与经验共享的典型方式：

1. 美国核管制委员会派出监督员随中国国家核安全局的监督员参与中国核反应堆运行及建造的监督工作，包括参加中国国家核安全局总部和地区监督站的相关信息通报会；中国国家核安全局派出监督员随美国核管制委员会的监督员参与美国核反应堆运行及建造的监督工作，包括参加美国核管制委员会地区监督站的相关信息通报会；

2. 如场地允许，双方核安全人员可参加对方举办的培训课程；

3. 经双方同意，可互派专家赴对方监管部门的工作岗位执行一定时期的临时委派任务并获得在职工作经验。

第二条 管 理

A. 本议定书下的信息交流应采用一事一议的方式，通过信件、报告和其它文件，以及访问和事先安排的会议形式进行。定期会议应在双方同意的情况下举行，审议在议定书下的信息交流和合作情况，对议定书的条款提出修改建议，并讨论合作范围内出现的新议题。此类会议的时间、地点及日程应事先由双方达成一致。在本议定书下进行访问的条款，包括日程安排，应根据第二条 B 项得到双方负责人的事先同意。

B. 双方应各自指定一名负责人以协调该方在本议定书下参与的所有交流活动。除非另行达成一致，否则负责人即为包括信件副本在内的双方所有交流文件的接收人。根据本议定书的交流条款，负责人将负责制定双方交流的范围，包括双方确定的用于交流的核能设施、具体文件及监管标准。对于特定技术领域，可以指派一名或多名技术协调员作为直

接联系人。技术协调员应确保双方负责人能收到所有交流文件的副本。以上具体安排旨在确保交流的合理平衡，实现并保持双方共享同等的可用信息。

C. 负责人应决定交流文件的副本数量。每份交流文件应有不超过 250 字的英文摘要以描述其范围及内容。

D. 在本议定书下双方所交流或传递的任何信息的应用或使用应由信息接受方承担责任，信息发送方不保证此类信息在特殊使用或应用时的适用性。

E. 考虑到本议定书包括的部分交流信息并非议定书双方所有，而归议定书双方各自所属政府的其它部门所有，一方应尽最大可能协助另一方，安排其对该交流信息所属的政府有关部门进行访问或询问。以上所述不构成其它政府部门应提供此类信息或接待来访的义务。

第三条 信息交流与使用

本议定书下与合作有关的信息与技术交流只限于有助于发展核安全监管的项目。任何一方不得在本议定书下从事违反其国内法律与法规的活动。双方不交流敏感的核技术信息。本议定书下的信息交流与使用将进一步受到作为本议定书不可分割的附录 A 中的“信息交流与使用”条款的约束。

第四条 知识产权

本议定书受一九七九年协议和作为本议定书不可分割的知识产权保护附录的约束。

第五条

本议定书的执行取决于双方各自拨款及预算批准情况。费用的支付由双方采用一事一议的方式签署书面协议来决定。

第六条

双方在本议定书下的合作受各自国家法律和法规约束。双方对议定书的解读或适用产生的争议或问题应由双方通过协商一致的方式解决。

第七条

在本议定书下双方交流或传递的任何信息的应用或使用应由信息接受方承担责任，信息发送方不保证所传递信息在特殊使用或应用时的适用性。

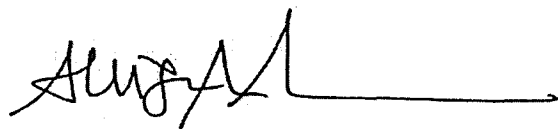
第八条

A. 双方一旦签字，议定书即刻生效。根据第八条 B 款，议定书有效期为五年。双方可通过书面协定延长议定书有效期。

B. 任何一方终止议定书，需至少提前一百八十天书面通知对方。

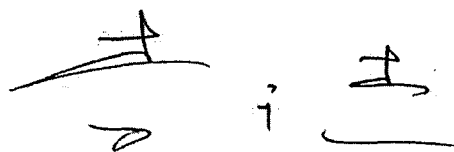
本协议定于二〇一三年七月十一日签署于美国华盛顿，一式两份，
中英文双语，两种语言文本具有同等法律效力。

美利坚合众国
核管制委员会主席

A handwritten signature in black ink, appearing to read 'Alison', followed by a horizontal line.

艾莉森 麦克法兰娜

中华人民共和国
国家核安全局局长

A handwritten signature in black ink, consisting of stylized characters, followed by a horizontal line.

李干杰

附录 A

信息交流与使用

依据议定书第三条：

A. 定义

在本议定书和附录 A 中：

1. “信息”一词指与非涉密的核能有关的监管、安全、放射性废物管理以及科学或技术数据，包括评估与研究的结果或方法，以及在议定书下提供、产生或交流的其它知识内容。

2. “所有权信息”一词指议定书下可获得的信息，此类信息包含商业秘密，或其它特权或机密商业信息（拥有此类信息的人可以从中获取商业利益，或者获得其他不拥有此类信息的人无法得到的商业优势）。所有权信息只限于以下几类：

(a) 一直被信息所有者秘密保存；

(b) 鉴于信息的保密性质，信息所有者未将信息传递给其它人（包括信息接受方）；

(c) 信息接受方无法从其它渠道获得的、对进一步传播有限制的信息；以及

(d) 尚未成为信息接收方所有的信息。

3. “其它保密或特权信息”一词指区别于“所有权信息”的非涉密信息。此类信息在议定书下秘密发送与接收，并受信息提供方的国内法律、法规或政策的保护，被禁止公开或受到信息提供方的限制。

B. 文件类型的所有权信息的标识方法

如果所有权信息被明确标注以下（或类似）的限制性说明图例，根据本议定书接收所有权信息文件的一方应尊重该文件的特殊性质：

本文件的所有权信息根据美利坚合众国核管制委员会和中华人民共和国国家核安全局于二〇一三年七月十一日签署的核安全合作议定书的规定以保密形式提供。未经信息发送方事先同意，不得在议定书签署双方所辖机构、顾问、合同商、被许可人，以及美国和中国政府相关部门和机构以外的范围传播。此限制性说明应在此类文件复印件的每一页上全部或部分注明。信息所有者取消限制并将此信息公布后，上述限制应自动终止。

议定书双方应遵守此类限制性说明图例的规定。在没有事先取得所有权信息发送方书面同意的情况下，带有此类限制性说明图例的所有权信息不得被公开或以任何违反议定书或议定书未规定的方式进行传播。在没有事先取得所有权信息发送方书面同意的情况下，此类带有限制性说明图例的所有权信息不得被信息接收方或其合同商及顾问用于商业目的。

C. 文件类型的所有权信息的传播

1. 一般来说，信息接收方在议定书下获得的所有权信息可以在未得

到事先同意的情况下在隶属或受雇于信息接收方的人员、有关政府部门和政府机构间进行传播，且满足以下前提：

a. 传播采用一事一议的方式发送给对此类所有权信息有需求的人员或部门；

b. 此类所有权信息应标有本附录 B 款中提供的限制性说明图例。

2. 在本议定书下接收的所有权信息可以在未得到信息发送方事先同意的情况下，由信息接收方向其本国地理范围内的合同商及顾问进行传播，且满足以下前提：

a. 所有权信息仅限于上述合同商或顾问在其与信息接收方签定的与所有权信息有关的合同范围内使用，不得被上述合同商或顾问用于其他私人商业目的；

b. 采取一事一议的方式向那些对所有权信息有需求并已执行保密协议的合同商或顾问进行传播；

c. 所有权信息应标有本附录 B 款中提供的限制性说明图例。

3. 在本议定书下，所有权信息接收方在获得信息提供方的书面同意后可以在不限于议定书规定的范围内对所有权信息进行传播。双方应在各自国家法律、法规和政策允许的条件下，共同努力批准所有权信息获得最大范围的传播，且满足以下前提：

a. 根据本议定书附录 A 的 C 款第 3 项，接收所有权信息的机构，包括得到信息接收方批准或许可从事建造或运行核生产或核应用设施、或可以使用核材料以及辐射源的国内机构，确有使用所有权信息的需求并

且已经执行了保密协议；

b. 根据本议定书附录 A 的 C 款第 3 项，接收所有权信息的机构，包括得到信息接收方批准或许可从事建造或运行核生产或核应用设施的国内机构，不得利用所有权信息谋取任何私人商业利益；

c. 根据本议定书附录 A 的 C 款第 3 项，接收所有权信息的机构，即得到信息接收方批准或许可的国内机构，同意将所有权信息只应用于其获得的特定批准或许可范围内的活动。

D. 其它文件类型的保密或特权信息的标识方法

一方根据本议定书接受到其他保密或特权信息时，应遵守其保密性质。前提是此类信息已明确标注具有秘密或特权性质并有以下声明字样：

1. 此信息受到信息发送方国家的政府保护，严禁公开；
2. 此信息应以保密形式发送。

E. 其它文件类型的保密或特权信息的传播

其它保密或特权信息可以按照与本附录 C 款中“文件类型的所有权信息的传播”相同的方式进行传播。

F. 非文件类型的所有权信息、保密信息或特权信息

在议定书下召开的研讨会和其它会议上提供的、或是源自双方工作人员、设施的使用或合作项目的非文件类型的所有权信息、保密信息或特权信息应按照议定书中对文件类型信息的规定予以对待；但前提是传递所有权信息、其它保密信息或特权信息的一方已告知接受方所传递信息的性质。

G. 协商

如一方由于某种原因意识到或有理由预计到不能遵守本附录中的禁止传播的规定时，应立即通知另一方。双方应随后协商寻求适当的解决办法。

H. 其它

本议定书内容不排除一方无条件地使用或传播从议定书以外的来源获得的信息。

知识产权附录

I. 一般性义务：

双方应确保议定书及相关执行条款下产生或提供的知识产权得到足够且有效的保护。此类知识产权的权利要依据本附录的有关规定进行分配。

II. 范围

A. 除非双方或双方代表另行达成一致，否则此附录适用于本议定书下的所有合作活动。

B. 本议定书中“知识产权”的含义为一九六七年七月十四日在斯德哥尔摩签署的《建立世界知识产权组织公约》中第二条所包含的内容，也包括双方认可的其它内容。

C. 双方应确保在必要的情况下彼此能够通过合同或其它法律形式获得根据本附录规定分配到的知识产权。本附录不得更改或损害一方与本国公民之间按照其国内法律和实践进行的产权分配。

D. 除非本议定书另行规定，否则所产生的关于知识产权的争议应通过涉及的参与机构讨论解决，或必要时由双方或双方代表协商解决。双方达成一致后，争议问题应根据国际法适用的有关规定，上呈仲裁法庭做约束性仲裁。除非双方或双方代表以书面形式另行约定，否则联合国国际贸易法委员会（UNCITRAL）的仲裁规定将被作为仲裁准则。

E. 本议定书的终止或过期不影响根据本附录确定的权利或义务。

III. 权利的分配

A. 双方都有权在所有国家翻译、复印和公开发布直接通过议定书合作而形成的科技期刊文章、报告和书籍。这种权力不排他、不可撤销，享受免除版税的优惠。除非作者本人明确拒绝署名，否则根据本条规定公开发布的版权作品的所有版本都要注明作者姓名。

B. 除第 III 条 A 款下规定的权利外，其它所有形式的知识产权应进行如下分配：

(1) 访问学者应遵守主办机构的政策规定，接受知识产权的授予、奖励、奖金和版税。

(2) (a) 除第 III 条 B 款第 (1) 项涉及的内容外，一方聘用或资助的个人在双方合作活动中创造的知识产权归该方所有。双方聘用或资助的个人创造的知识产权归双方共同所有。此外，知识产权创造者应根据聘用或资助机构的有关政策获得奖励、奖金和版税。

(b) 除非另有执行约定或安排，否则双方均有权在各自国内利用或许可合作活动中创造的知识产权。

(c) 一方在其本国以外的权利应结合该方及其参与人员在合作活动的相应贡献、对获得法律保护和知识产权许可的承诺以及其他相关因素，由双方协商确定。

(d) 尽管有上述第 III 条 B 款第 (2) 项 (a) 和 (b) 的规定，如果某一项目产生的知识产权只受一方国家法律保护而不能在另一方国家获得保护，则提供此类法律保护的一方应在全世界范围内拥有此项知识产权的利用

和许可权利。但知识产权创造者应根据第III条B款第(2)项(a)获得奖励、奖金和版税。

(e) 一方聘用或资助的发明者在合作活动中创造的每一项发明应立即向另一方公开并附上有关信息和文件以支持另一方获得其应有的权利。为保护其发明权利，一方可通过书面形式要求另一方延迟发表或公开此类信息和文件。除非另有书面同意，否则发明方要求另一方延迟公开信息和文件的时间从发明公开之日起不得超过六个月。

IV. 商业秘密

如果本议定书下提供或产生的某些信息被及时认定为商业秘密，双方参与人员应依据适用的法律、法规和管理实践对信息进行保护。信息是否被认定为商业秘密，取决于信息持有者是否从中获得商业利益或者得到其他不持有信息的人无法获得的竞争优势。通常这些信息不被人所知或无法从其它公开渠道获得，并且信息所有者未因没有及时强制保密义务而使信息在此前得到公开。