

COOPERATION AGREEMENT

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For: Director-Nicanor Penilla
Canada. Division
American Affairs, DFA
From: Dr. c. R. Meta,

BETWEEN:

PHILIPPINE NUCLEAR RESEARCH INSTITUTE, a government research institute under the Department of Science and Technology, duly established under the laws of the Republic of the Philippines, having a place of business at Commonwealth Avenue in Diliman, Quezon City, Philippines

(hereinafter called "PNRI")

AND:

ATOMIC ENERGY OF CANADA LIMITED/ENERGIE ATOMIQUE DU CANADA LIMITEE, a Crown corporation established under the laws of Canada having its Head Office at 344 Slater Street in the City of Ottawa, Province of Ontario, Canada

(hereinafter called "AESSCL")

WITNESSETH THAT:

WHEREAS, the Government of the Republic of the Philippines and the Government of Canada have signed an Agreement Concerning the Peaceful Uses of Nuclear Material, Equipment, Facilities and information Transferred Between Canada and the Republic of the Philippines on 19 June 1981;

WHEREAS, both Governments have also signed the General Agreement on Development Cooperation Between the Government of the Republic of the Philippines and the Government of Canada on 13 November 1937;

WHEREAS, AECL is responsible for conducting research and development in many fields supportive of Canada's nuclear program and has developed the technologies of the CANDU nuclear power reactor system including those of operation, maintenance and product improvement;

WHEREAS, PNRI is mandated to promote scientific and technological research and development in the peaceful uses of atomic energy and to license and regulate the peaceful applications of atomic energy materials and facilities;

WHEREAS, PNRI and AECL may have complementary or associated interests in nuclear science and technology;

AND WHEREAS, PNRI and AECL agree to establish 5 program for the transfer of scientific and technical information and to enter into joint research programs, on subjects of mutual interest in the field of nuclear technology;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

1.0 DEFINITION OF TERMS

1.1 As used in this Agreement, the following terms will have the definitions respectively assigned to them hereunder;

- a) "Agreement" means this document comprising Clauses 1 to 9.0;
- b) "Party" means PNRI or AECL and "Parties" means PNR and AECL;
- c) "Intellectual Property" shall refer to any of the following as defined by the World Intellectual Property Organization (WIPO):
 - i) literary, artistic and scientific works usually referred to as copyrights;
 - ii) inventions in all fields of human endeavor, usually referred to as patents;
 - iii) scientific discoveries;
 - iv) trademarks, service-marks and commercial names and designations;
 - v) protection against unfair competition;
 - vi) all other rights resulting from intellectual activity in industrial and scientific fields including any rights in Intellectual activity arising solely or partly by the restraint of confidence;
 - vii) trade secrets.
- d) "Information" means all forms of scientific or technical texts or data resulting from research development programs carried out by PNRI and/or AECL;
- e) "Restricted Information" means any Information that has been identified as being confidential or proprietary to one of the Parties, but does not include Information falling into any one of the following categories:
 - i) information which one Party can show was in its lawful possession, prior to its receipt or acquisition thereof from the other Party;
 - ii) Information which is lawfully in the public domain at the time of one Party's receipt or acquisition thereof from the other Party;
 - iii) Information which, after one Party's receipt or acquisition thereof from the other Party, becomes a part of the public domain through no breach of any obligation of confidentiality with respect to such Information;
 - iv) Information which, subsequent to one Party's receipt or acquisition thereof from the other Party, is lawfully obtained by the receiving Party from another source without restriction on further disclosure and without breach by such other source of any obligation of confidentiality with respect to such Information.
- f) "Transfer" means the disclosure of information by one Party to the other Party in accordance with the conditions described in this Agreement;
- g) "Joint Research Program" means an agreed-upon program of research and development undertaken pursuant to a subsidiary agreement and funded by PNRI and/or AECL, and/or another funding agency as may be agreed upon by the Parties, to be undertaken at either PNR! or AECL sites;
- (h) "Technical Assistance" means the provision of equipment, expert services and fellowships.

2.0 OBJECTIVES

2.1 The general objectives of the cooperation are:

- a) to increase mutual benefits in scientific and technical knowledge by a Transfer of Information from one Party to the other;
- b) to define areas where PNRI and AECL can transfer information;
- c) to explore the possibilities of PNRI and AECL using each other's facilities, built or to be built, to do research and development work desired by either Party; and
- d) to determine the availability of experienced staff of PNRI and AECL to assist in each other's research and development programs and analysis of results.

2.2 PNRI and AECL shall, in accordance with the terms and conditions of this Agreement, and subject to the laws of the Philippines and the

3.0 FORMS OF COOPERATION

3.1 The program of cooperation referred to in Clause 2.2 may be carried out by;

- a) technical assistance supplied by one Party to the other Party;
- b) the disclosure of published Information and, where specifically agreed, of Restricted Information, by one Party to the other Party and related discussions;
- c) short visit by specialist teams or individuals representing one Party to the other Party;
- d) the attachment of personnel of one Party to the facilities of the other Party for training, education, or for conducting research and development on specifically defined topics;
- e) joint research and development programs;
- f) meetings organized to discuss specific topics;
- g) such other forms of cooperation that may later be identified and agreed to by the Parties.

4.0 COORDINATION OF IMPLEMENTATION

4.1 Each Party will designate a senior representative as administrator to coordinate its participation in the program of cooperation under this Agreement;

4.2 Review meetings will be held at least once a year. The time and agenda for such meetings will be agreed upon in advance by the administrators, and minutes of such meetings will be prepared and Issued.

4.3 Each Party shall be responsible for its own costs and expenses incurred in connection with the forms of cooperation referred to in Clause 3.1, unless otherwise agreed upon.

4.4 Research activities under this Agreement shall be subject to regulatory control of the country where the activities will be conducted.

4.5 Where one Party deems it necessary to enter into a separate agreement covering the performance of a specific activity referred to in Clause 3.1, both Parties agree to negotiate a Subsidiary Agreement. Subsidiary Agreements shall contain detailed provisions for performing the proposed activity, including, but not limited to such matters as technical scope, financial compensation and funding, schedule, intellectual property rights, warranties, liabilities,

and Indemnification against third party claims.

4.6 The principal language used in all work under this Agreement will be English and all attached staff to the facilities of either Party must be fluent in English.

5.0 DISCLOSURE AND USE OF INFORMATION

5.1 Restricted Information will be clearly identified as such by the disclosing Party, and the receiving Party will respect the confidential nature thereof and will not disseminate or use such restricted Information except in accordance with Clause 5.2 or with the prior written consent of the disclosing Party.

5.2 Restricted Information may be disseminated by the receiving Party, only on a "need to know" basis to persons who are employees of the receiving Party and who are working directly on a Transfer of Information or Joint Research Program under this Agreement. Restricted Information will not be used for any commercial purpose by the receiving Party,

5.3 Non-documented Restricted information which is disclosed under this Agreement will be treated by the receiving Party in accordance with the provisions of Clauses 5.1 and 5.2, provided that the confidential character of such Restricted Information Is clearly noted at the time of disclosure, and written notice of the confidential character is given to the receiving Party within ten (10) days of the disclosure.

5.4 Information provided under this Agreement will be accurate to the best knowledge and belief of the disclosing Party but the disclosing Party does not warrant the accuracy or completeness of such Information, nor will the disclosing Party be liable for the consequences of any use, to which such Information may be put to use by the receiving Party or by any third party to whom the receiving Party has disseminated such Information.

5.5 Ownership and rights of use and disclosure of Information arising from Joint Research Programs will be agreed upon before the commencement of the research activity. Intellectual Property arising from Joint Research programs will be owned jointly and Indivisibly by the Parties, Except as otherwise agreed in writing.

6.0 TAXES AND DUTIES

6.1 Each Party shall use its best efforts to provide tax and duty-free entry into its country of domicile for materials and equipment provided pursuant to this Agreement.

7.0 SETTLEMENT OF DISPUTES

7.1 in the event that differences arise between the Parties with regard to the interpretation or application of the provisions of this Agreement, the Parties shall resolve them by means 'of consultations, negotiation, or in any manner mutually agreed upon.

8.0 DURATION AND TERMINATION

8.1 This Agreement will come into force upon signature by both Parties and will remain valid for a period of five (5) years and may be extended by agreement of both Parties.

8.2 This Agreement may be terminated at any time at the discretion of one Party by providing the other with ninety (90) days advance notification in writing.

8.3 Termination of this Agreement will be without prejudice to the right that may have accrued under this Agreement to either Party up to the date of termination, it being agreed that relevant provisions of this Agreement

will remain in force for the duration of any Subsidiary Agreements referred to in Clause A.5.

8.4 The provisions of Clause 5.0 shall survive the expiration or early termination of this Agreement.

9.0 NOTICE

9.1 Any notice from one Party to the other pursuant to this Agreement will be given to the respective addresses set forth below:

If to PNRI:

The Director
Philippine Nuclear Research Institute
Commonwealth Avenue
Diliman, Quezon City, Philippines

If to AECL:

The Vice-President
Research and Product Development
Atomic Energy Canada Limited
344 Slater St.
Ottawa, Ontario, Canada, K1A 0S4

9.2 Either Party may change its address for purposes of receipt of notices by giving at least thirty (30) days prior notice of such change to the other Party, in the manner prescribed above. Any notice so transmitted will be deemed to have been received on the date upon which it was hand delivered, or sent by telex, electronic mail or telecopier, or if mailed, on the thirtieth day following the mailing thereof.

THIS AGREEMENT made in two original copies in the English language, both copies being equally authentic and done this 9th day of November, 1995.

IN WITNESS WHEREOF, the Parties hereto have caused this Technical Cooperation Agreement to be executed as of the date first above written by their duly authorized signing officers.

PHILIPPINE NUCLEAR
RESEARCH INSTITUTE

ATOMIC ENERGY OF CANADA
LIMITED/ENERGIE ATOMIQUE
DU CANADA LIMITEE

(Sgd.)

(Sgd.)

Name

Name

Director

President

Title

Title

9 Nov 95

95 Nov 09

Date

Date

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