

November 09, 1995

COOPERATION AGREEMENT

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 PNRI 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