

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF SCIENCE AND TECHNOLOGY
OF THE REPUBLIC OF KOREA
FOR A COOPERATIVE LABORATORY RELATIONSHIP**

WHEREAS, the U.S. Department of Energy of the United States of America (USDOE) and the Ministry of Science and Technology of the Republic of Korea (MOST), hereinafter referred to as the Parties, have been cooperating for some time in several areas designed to foster the peaceful and nonexplosive uses of atomic energy;

WHEREAS, this program of peaceful cooperation has been intensifying with the expansion of civil nuclear power activities in the Republic of Korea;

WHEREAS, the Parties perceive that they will benefit from an expansion of their technical cooperation and collaboration in a number of fields related to the civil uses of atomic energy;

WHEREAS, the Parties also share the view that their existing and prospective new cooperation in the nuclear field will be mutually beneficial if it is subjected to regular monitoring and guidance by the Joint Standing Committee on Nuclear and Other Energy Technologies (JSCNOET), which meets annually, alternately in the United States and in the Republic of Korea, to review and plan cooperative activities; and

WHEREAS, the Parties attach great importance to achieving the goals of the Agreement for Cooperation between the Government of the United States of America and the Government of the Republic of Korea Concerning Civil Uses of Atomic Energy, signed at Washington, on November 24, 1972, as amended, hereinafter referred to as the Peaceful Uses Agreement;

THE PARTIES HEREBY AGREE AS FOLLOWS:

**ARTICLE I
BASIC PRINCIPLES**

Each Party agrees that:

- A. All cooperative activities carried out under this Memorandum of Understanding (MOU) shall involve peaceful uses of nuclear energy, exclusively. All such activities shall be subject to the Peaceful Uses Agreement.
- B. The institutions identified in Annex III, hereinafter referred to as participating institutions, may carry

~~out cooperative activities under this MOU, subject to the mutual agreement of the Parties in writing and subject to all of the terms and conditions of this MOU.~~

- ~~C. Each Party and each participating institution may propose areas of cooperation to be conducted under this MOU. Such areas of cooperation normally shall be of programmatic interest to the Parties and to the participating institutions that are involved in cooperative activities.~~
- ~~D. Unless otherwise agreed to in writing by the Parties, all costs shall be borne by the Party that incurs them.~~
- ~~E. Cooperation under this MOU shall be conducted according to the international obligations and applicable laws and regulations of the Parties, including laws relating to the availability of appropriated funds.~~
- ~~F. Nothing in this MOU shall alter or affect any existing agreements between the Parties or the participating institutions in fields related to the civil uses of atomic energy.~~

ARTICLE II IMPLEMENTATION

- ~~A. The technical areas of collaboration under this MOU may include the following:~~
 - ~~1. Nuclear Power/Research Reactors and Associated Fuel Technology;~~
 - ~~2. Nuclear Waste Management;~~
 - ~~3. Nuclear Safety and Environment;~~
 - ~~4. Applications of Radiation and Radioisotopes;~~
 - ~~5. Nuclear Safeguards Technology;~~
 - ~~6. Basic Sciences;~~
 - ~~7. Education;~~
 - ~~8. Health Physics;~~
 - ~~9. Environmental Research related to Nuclear Technology; and~~
 - ~~10. Such other fields as may be mutually agreed to by the Parties in writing.~~

- B. The participating institutions may make recommendations to the Parties regarding the implementation of staff assignments, exchanges, and cooperative activities. The implementation of such activities shall be subject to separate exchanges of letters between the participating institutions involved in such activities. Such written arrangements shall be subject to concurrence by the Parties.
- C. Whenever a program of cooperation is established, each Party shall designate a Lead Coordinator. Each participating institution involved in the program shall designate its technical/scientific representative to be responsible for carrying out the program. The designation of the technical/scientific representative(s) shall be subject to concurrence by the Parties.

**ARTICLE III
FORMS OF COOPERATION**

The forms of cooperation carried out under this MOU may include:

- A. Exchange of scientists, engineers and other specialists for agreed periods for participation in agreed research, development, analysis, design and experimental activities conducted in research centers, laboratories, engineering offices and other facilities and enterprises of each Party, each Party's contractors, or each participating institution. Such exchanges of personnel shall be conducted in accordance with Article IV of this MOU.
- B. Exchange of samples, materials, instruments and components for testing;
- C. Exchange, on a current basis, of scientific and technical information, and results and methods of research and development in accordance with Article V of this MOU;
- D. Organization of, and participation in, seminars and other meetings on specific mutually agreed topics in the fields listed in Article II of this MOU;
- E. Joint projects in which the Parties agree to share the work and/or costs. Each such joint project shall be the subject of a separate written agreement attached as an Annex hereto; and
- F. Such other forms of cooperative activities as may be agreed by the Parties in writing.

**ARTICLE IV
ASSIGNMENT AND EXCHANGE OF PERSONNEL**

Each Party agrees to ensure that, whenever an assignment or exchange of staff is contemplated under this MOU:

- A. Each participating institution will ensure that qualified staff are selected for exchanges or assignments to the host institution;
- B. The participating institutions will prepare assignment agreements as necessary to carry out exchanges or work assignments under this MOU;
- C. Each participating institution will be responsible for the salaries, insurance and allowances to be paid to its staff;
- D. Each participating institution will pay for the travel and living expenses of its staff while on assignment or exchanges unless otherwise agreed to by the Parties;
- E. The host participating institution will identify adequate accommodations for staff of another participating institution (and their families) on a mutually agreeable, reciprocal basis;
- F. The host participating institution will provide all necessary assistance to the staff of another participating institution (and their families) as regards administrative formalities, such as visa applications;
- G. Assigned staff will conform to the general and special rules of work and safety regulations in force at the host participating institution, or as agreed in a separate arrangement;
- H. A participating institution may propose a staff assignment or exchange by notifying the host institution of the name of the person(s) proposed for such assignment or exchange. Each participating institution will provide any information concerning any of such person(s) which is required by the receiving institution; and
- I. The host participating institution will grant assigned staff access to unclassified information to the extent necessary to allow the staff to perform assigned duties.

**ARTICLE V
INFORMATION AND INTELLECTUAL PROPERTY**

- A. The Parties participating institutions may exchange information necessary to carry out this MOU. All information arising under this MOU will be promptly exchanged between the participating institutions and the Parties. The Parties share the objective of providing adequate and effective protection for intellectual property created or furnished in support of this MOU.
- B. Provisions for the protection and allocation of intellectual property and the treatment of business-confidential information are set forth in Annex I to this MOU, which forms an integral part of this MOU and applies to all activities carried out under this MOU.
- C. Reciprocal security obligations related to the cooperative activities under this MOU shall be observed in accordance with the provisions of Annex II, which forms an integral part of this MOU.

**ARTICLE VI
DURATION AND TERMINATION**

- A. This MOU shall enter into force upon signature and shall remain in force for a period of five years. This MOU may be amended or extended by written agreement of the Parties. Either Party may terminate this MOU at any time after providing six months written notice to the other Party.
- B. The Parties may agree to continue joint activities which are not completed at time of termination or expiration of this MOU until such activities are completed under the terms and conditions of this MOU.

Done at Washington in duplicate, this 14th day
of June 1996.

FOR THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF
AMERICA:



FOR THE MINISTRY OF
SCIENCE AND TECHNOLOGY OF
THE REPUBLIC OF KOREA:



ANNEX I - INTELLECTUAL PROPERTY

I. GENERAL

A. For purposes of this Memorandum of Understanding (MOU), "intellectual property" is understood to have the meaning found in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967.

B. The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this MOU and relevant implementing arrangements thereunder.

II. COPYRIGHTS

Disposition of rights to copyright protected works created in the course of the cooperative activities under this MOU shall be determined in the relevant implementing arrangements. The parties to the cooperative activities concerned shall take the appropriate steps to secure copyright to works created in the course of cooperative activities under this MOU in accordance with the national laws and regulations of the respective countries.

III. INVENTIONS

A. For the purposes of this Annex, "invention" means any invention made in the course of a program of cooperative activity under this MOU or implementing arrangements thereunder which is or may be patentable or otherwise protectable under the laws of the United States of America, the Republic of Korea, or any third country.

B. Between a Party and its nationals, the ownership of rights and interests in inventions shall be determined in accordance with that Party's national laws, regulations and practices.

C. As to an invention made under this MOU or its implementing arrangements, the parties to the cooperative activity concerned shall take the appropriate steps to secure rights to implement the following:

1. If the invention is made as a result of a program of cooperative activity that involves only the transfer or exchange of information between the parties, such as by joint meetings, seminars, or the exchange of technical reports or papers, unless otherwise provided in an applicable implementing arrangement:

- a. The party whose personnel make the invention ("the Inventing Party") has the right to obtain all rights and interests in the invention in all countries;

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1. If the invention is made as a result of a program of cooperative activity that involves only the transfer or exchange of information between the parties, such as by joint meetings, seminars, or the exchange of technical reports or papers, unless otherwise provided in an applicable implementing arrangement:

- a. The party whose personnel make the invention ("the Inventing Party") has the right to obtain all rights and interests in the invention in all countries;

b. In any country where the Inventing Party decides not to obtain such rights and interests, the other party has the right to do so.

2. If the invention is made by personnel of one party ("the Assigning Party") while assigned to the other party ("the Receiving Party") in the course of a program of cooperative activity that involves only the visit or exchange of scientific and technical personnel, and:

a. in the case where the Receiving Party is expected to make a major and substantial contribution to the cooperative activity:

i. the Receiving Party has the right to obtain all rights and interests in the invention in all countries; and

ii. in any country where the Receiving Party decides not to obtain such rights and interests, the Assigning Party has the right to do so.

b. in the case where the provision in subparagraph (a) above is not satisfied:

i. the Receiving Party has the right to obtain all rights and interests in the invention in its own country and in third countries,

ii. the Assigning Party has the right to obtain all rights and interests in the invention in its own country; and

iii. in any country where one party decides not to obtain such rights and interests, the other party has the right to do so.

D. Specific arrangements involving other forms of cooperative activities such as joint research projects with an agreed scope of work, shall provide for the mutually agreed upon disposition of rights to an invention made as a result of such activities on an equitable basis.

E. Notwithstanding the foregoing, if an invention is of a type for which exclusive rights are available under the laws of one Party but not of the other Party, the Party whose laws provide for exclusive rights shall be entitled to all rights to such invention in its own territory and in third countries. Persons named as inventors of property shall nonetheless be entitled to a share of royalties earned by either institution from the licensing of the property. The parties to the cooperative activities may agree, however, to a different allocation of rights to such invention.

5. The Inventing Party shall disclose the invention promptly to the other party together with any documentation and information necessary to enable the other party to establish any right to which it may be entitled. The inventing 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 related to the invention. Unless otherwise specifically agreed in writing, such restriction shall not exceed a period of six months from the date of such communication. Communication shall be made through the competent government agencies or as otherwise designated in the relevant implementing arrangements.

IV. BUSINESS CONFIDENTIAL INFORMATION

A. For the purpose of this Annex, "business-confidential information" means any know-how, technical data, or technical, commercial, or financial information that meets all of the following conditions:

1. it is of a type customarily and intentionally held in confidence for commercial reasons;
2. it is not generally known or publicly available from their sources;
3. it has not been previously made available by the owner to others without an obligation concerning its confidentiality; and
4. it is not already in the possession of the recipient without an obligation concerning confidentiality.

B. Business-confidential information should be furnished or, when created in the course of cooperative activities under this MOU, transferred by mutual written agreement of the parties to the cooperative activity concerned.

C. All business-confidential information shall be given full protection in accordance with the laws and regulations of the respective countries. Any information to be protected as "business-confidential information" shall be appropriately identified, before it is furnished in the course of cooperative activities or immediately upon being created, by the party furnishing such information or asserting that it is to be protected. Unidentified information will be assumed not to be information to be protected, except that a party to the cooperative activity may notify the other party in writing, within a reasonable period of time after furnishing or transferring such information, that such information should be protected as "business-confidential information"

V. OTHER FORMS OF INTELLECTUAL PROPERTY

"Other forms of intellectual property" means any intellectual property created under this MOU other than inventions or works of authorship and includes, for example, mask works. Rights to other forms of intellectual property shall be determined in the same manner as for inventions, i.e., Article III, paragraph B-D of this Annex. If intellectual property is of a type for which protection is available under the laws of one Party but not of the other Party, the Party whose laws provide for such protection shall be entitled to all rights in such intellectual property in its own territory and in third countries. Persons named as inventors of property shall nonetheless be entitled to a share of royalties earned by either institution from the licensing of the property. The parties to the cooperative activities may, however, agree to a different allocation of rights to such intellectual property.

VI. MISCELLANEOUS

A. Each party to the cooperative activity shall take all necessary and appropriate steps to provide for the cooperation of its authors, inventors, and discoverers which is required to carry out the provisions of this Annex.

B. Each party to the cooperative activity shall assume the responsibility to pay nationals of its country or its personnel such awards or compensation as may be in accordance with the laws and regulations of its country. This Annex does not create any entitlement or prejudice any right or interest of the authors or inventors or discoverers to an award or compensation for their works, inventions or discoveries.

C. Disputes or the intellectual property arising between the parties to a cooperative activity under this MOU shall be resolved through discussions between the parties directly concerned. If disputes cannot be resolved by those parties, they shall be settled through consultations with the Parties.

VII. EFFECT OF TERMINATION OR EXPIRATION

Termination or expiration of this MOU shall not affect rights or obligations under this Annex.

VIII. APPLICABILITY

This Annex shall be applied to all cooperative activities undertaken pursuant to this Agreement, except as otherwise specifically agreed by the parties to the cooperative activities.

ANNEX II - SECURITY OBLIGATIONS**I. PROTECTION OF INFORMATION**

Both Parties agree that no information or equipment requiring protection in the interests of national defense or foreign relations of either Party and classified in accordance with the applicable national laws and regulations shall be provided under this Memorandum of Understanding (MOU). In the event that information or equipment which is known or believed to require such protection is identified in the course of cooperative activities undertaken pursuant to this MOU, it shall be brought immediately to the attention of the appropriate officials, and the Parties shall consult concerning the need for and level of appropriate protection to be accorded such information or equipment.

II. TECHNOLOGY TRANSFER

The transfer of export-controlled information or equipment between the two countries shall be in accordance with relevant laws and regulations of each Party to prevent the unauthorized transfer or retransfer of such information or equipment provided or produced under this MOU. If either Party deems necessary, detailed provisions for the prevention of unauthorized transfer or retransfer of such information or equipment shall be incorporated into the contracts or implementing arrangements.