

**IMPLEMENTING ARRANGEMENT
BETWEEN
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF SCIENCE AND TECHNOLOGY OF THE REPUBLIC OF KOREA
FOR COOPERATION
IN THE AREA OF FUSION ENERGY RESEARCH AND RELATED FIELDS**

The Department of Energy of the United States of America (DOE) and the Ministry of Science and Technology of the Republic of Korea (KMOST), hereinafter referred to as the Parties:

Recognizing that the Government of the United States of America and the Government of the Republic of Korea signed an Agreement Relating to Scientific and Technical Cooperation on January 6, 1992 (hereinafter referred to as the S&T Agreement), which entered into force on July 29, 1993; and

Desiring to cooperate under the S&T Agreement in research and development in the area of fusion energy and related fields in order to meet the rapidly growing energy requirements in the twenty-first century and to promote scientific and technological cooperation beneficial to both Parties;

Have agreed as follows:

**ARTICLE I
OBJECTIVE AND SCOPE**

- A. The objective of this Implementing Arrangement is to promote scientific and technological cooperation between the Parties in fusion energy research and related fields in order to enhance the Parties' capabilities to make positive contributions in these fields for their mutual benefit.
- B. This Implementing Arrangement is subject to and governed by the S&T Agreement. In the event of any conflict between the terms and conditions of that Agreement and this Implementing Arrangement, the terms and conditions of the S&T Agreement will govern.

**ARTICLE II
FORMS OF COOPERATION**

Forms of cooperation may include: conduct of joint or cooperative projects and programs, exchange of technical information, data and experience, collaborative or consultative visits, exchange of technical and managerial personnel for short term assignments, exchange of equipment, materials and instrumentation, and joint conferences, seminars or workshops, and such other forms of cooperation as the Parties may agree.

ARTICLE III MANAGEMENT

- A. Each Party shall designate a Principal Coordinator to supervise activities under this Implementing Arrangement. The Principal Coordinators shall jointly plan and coordinate cooperative activities, co-chair joint meetings, and prepare and publish an annual Program of Cooperation. Each Principal Coordinator may appoint a Technical Coordinator for each cooperative activity.
- B. The Principal Coordinators shall meet, on an annual basis, or otherwise as mutually agreed, alternately in the United States and in the Republic of Korea, or in other locations as mutually agreed. The host Party will choose the meeting site and bear the costs for the arrangements associated with the meeting. Representatives from each Party attending the meetings will be responsible for their own travel and lodging expenses. At these meetings, the Principal Coordinators shall review and assess the progress of activities and the next year's plans for continuation of cooperation under this Implementing Arrangement.
- C. The Principal Coordinators shall jointly prepare a written report of each meeting. Each Party shall have the right to disseminate the written meeting report without prior notification to the other Party, after the record has been approved for release by both Parties.
- D. The Principal Coordinators may invite representatives of other organizations within their countries to attend meetings and to serve as advisors to assist in planning the annual meetings and evaluating the progress of cooperative activities under this Implementing Arrangement.
- E. The Principal Coordinators may consult with Principal Coordinators of other arrangements in the area of fusion energy research and related fields to which the Republic of Korea or the United States is a Party, in order to coordinate cooperation under this arrangement with the cooperation carried out under such other arrangements.

ARTICLE IV ADDITIONAL ORGANIZATIONS

The Parties may invite additional organizations within their countries to participate in cooperative activities under this Implementing Arrangement, subject to such terms and conditions as the Parties may specify. Such organizations in the United States may include, but are not limited to, Princeton Plasma Physics Laboratory, Massachusetts Institute of Technology, Lawrence

Livermore National Laboratory, and Oak Ridge National Laboratory. Such institutions in the Republic of Korea may include, but are not limited to, the Korea Basic Science Institute, the Korea Advanced Institute of Science & Technology, and the Korea Atomic Energy Research Institute.

ARTICLE V EXCHANGE OF PERSONNEL

Unless otherwise agreed in writing, the following provisions shall apply to assignment or exchange of personnel under this Implementing Arrangement.

- A. Each Party shall make best effort to ensure the selection of qualified personnel with skills and competence necessary to conduct the activities planned under this Implementing Arrangement.
- B. Each Party shall be responsible for the salaries, insurance, and allowances to be paid to its staff or its contractors.
- C. Each Party shall pay for the travel and living expenses of its staff or its contractors when staying at an establishment of the other Party.
- D. The Parties shall arrange for adequate accommodations for each other's staff and contractors (and their families) on a mutually agreeable, reciprocal basis.
- E. Each Party shall provide all necessary assistance to the staff of the other Party and its contractors as regards administrative formalities.
- F. The staff of both Parties and their contractors shall conform to the general rules of work and safety regulations in force at host establishments.

ARTICLE VI GENERAL PROVISIONS

- A. All activities carried out under this Implementing Arrangement shall be subject to the laws and regulations of the United States and the Republic of Korea, and shall be subject to the availability of personnel, appropriated funds, and other resources.
- B. Unless otherwise mutually agreed in writing, all costs resulting from collaboration under this Implementing Arrangement shall be the responsibility of the Party that incurs them.

- C. Any questions of interpretation or implementation relating to this Implementing Arrangement arising during its term shall be resolved by agreement of the Parties.

**ARTICLE VII
INTELLECTUAL PROPERTY RIGHTS; INFORMATION**

- A. The provisions for the protection and allocation of intellectual property rights set forth in Annex I to the S&T Agreement are incorporated herein by reference and shall apply to all activities conducted pursuant to this Implementing Arrangement.
- B. Information transmitted by one Party to the other Party under this Implementing Arrangement shall be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the receiving Party or by any third Party.

**ARTICLE VIII
ENTRY INTO FORCE AND TERMINATION**

- A. This Implementing Arrangement shall enter into force upon signature by the Parties and remain in force for five (5) years or until termination of the S&T Agreement, whichever occurs first. This Implementing Arrangement may be amended or extended by mutual written agreement of the Parties.
- B. At the discretion of either Party, this Implementing Arrangement may be terminated upon six (6) months advance notice in writing to the other Party.

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:

