

**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
SOLAR ENERGY TECHNOLOGY RESEARCH**

WHEREAS, 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 ("the S&T Agreement"), which entered into force on July 29, 1993;

WHEREAS, the U.S. Department of Energy (USDOE) and the Korea Ministry of Science and Technology (KMOST), hereinafter referred to as the Parties, have been previously cooperating in the broad area of renewable energy technology research on an informal exchanges basis, and now wish to formally cooperate under the S&T Agreement;

Now, therefore, the Parties agree as follows:

ARTICLE I - SCOPE AND OBJECTIVE

A. In the event of any conflict between the provisions of the S&T Agreement and the Implementing Arrangement, the provision of the S&T Arrangement will govern.

B. The objective of this Implementing Arrangement is to promote technological and economic cooperation between the Parties in the field of renewable energy technology in order to enhance the Parties' capabilities to make positive contributions for their mutual Benefit.

ARTICLE II - AREAS OF COOPERATION

The Parties shall participate in the exchange and development of technical information and experiences concerning research and development of solar energy technology and related technologies, including renewable energy resource assessment and integrated resource planning.

ARTICLE III - FORMS OF COOPERATION

Forms of cooperation may include (1) the exchange of technical information and experience; (2) the exchange of technical and managerial personnel for short term assignments; or (3) undertaking cooperative activities with respect to one or more projects that are in their respective national interests and that support the missions of the respective laboratories.

ARTICLE IV - MANAGEMENT

1. Project Managers

Each Party shall designate a Project Manager for this Implementing Arrangement. The Project Managers shall jointly plan and coordinate cooperative activities under this Implementing Arrangement and co-chair joint meetings. Each Project Manager will appoint a Technical Coordinator for each collaborative activity.

2. Participating Organizations

The Parties shall designate the National Renewable Energy Laboratory on the U.S. side and the Korean Institute of Energy and Research on the Korean side to carry out cooperative activities under these Implementing Arrangements.

3. Advisors

Representatives from organizations within each Party may be invited to attend joint meetings and serve as advisors to help plan and evaluate the progress of cooperative activities under this Implementing Arrangement. Representatives from other organizations may be invited to participate if approved jointly by the Project Managers.

4. Joint Meetings and Workshops

The Project Managers shall meet alternately in the United States and Korea at mutually agreed upon times and locations, to report and assess the progress of activities, and to plan for the continuation of cooperation. The agenda for each meeting shall be determined jointly by the Project Managers. The host Party will bear the costs for arrangements associated with the meeting. Representatives from each Party attending the annual meetings will be responsible for their own travel and lodging expenses.

5. Reports

The Parties shall jointly prepare an annual report evaluating the progress of the collaboration under this Implementing Arrangement. The Project Managers shall prepare a written report, assessing current and projected activities in terms of mutual benefits and balance achieved in exchanges accomplished within each of the areas of cooperation listed in Article II. Each Party shall have the right to disseminate the final annual report without prior notification to the other Party, after the report has been approved for release by both Parties.

ARTICLE V-EXCHANGE OF PERSONNEL

Unless otherwise agreed in writing, the following provisions shall apply concerning exchanges of personnel under this Implementing Arrangement and any annexes thereto:

- (a) Whenever an exchange of personnel is contemplated, each Party shall ensure the selection of adequate personnel with skills and competence necessary to conduct the activities planned under this Implementing Arrangement. Each such exchange of personnel shall be mutually agreed in advance by an exchange of letters between the Project Managers, referencing this Implementing Arrangement and its pertinent intellectual property provisions;
- (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 the establishment of the host Party, unless otherwise agreed;
- (d) Each Party shall provide all necessary assistance to the staff of the other Party or its contractors as regards administrative formalities;
- (e) The staff of each Party or its contractors shall conform to the general rules of work and safety regulations in force at the host establishment.

ARTICLE VI - FINANCE AND REGULATION

1. All cooperative activities under this Implementing Arrangement shall be subject to the availability of funds and personnel, and to the laws and regulations of the respective countries.

2. Except when otherwise mutually agreed in writing, all costs resulting from collaboration under this Implementing Arrangement shall be borne by the Party that incurs them.

ARTICLE VII - INTELLECTUAL PROPERTY RIGHTS

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.

ARTICLE VIII - DISCLAIMER

The application or use of any information exchanged under this Annex shall be the responsibility of the receiving Party, and the sending Party does not warrant the suitability of such information for any particular use or application.

ARTICLE IX - ENTRY INTO FORCE AND TERMINATION

1. 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.
2. 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 Seoul, this 25th day of October, 1994, in duplicate, in the English and Korean languages, each text being equally authentic.

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

Jessie J. Harris

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

Gayung Jang Chul

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