

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES DEPARTMENT OF ENERGY
AND
THE KOREAN MINISTRY OF SCIENCE AND TECHNOLOGY
PROVIDING FOR A COOPERATIVE LABORATORY RELATIONSHIP
BETWEEN
ARGONNE NATIONAL LABORATORY
AND
THE KOREAN INSTITUTE OF ENERGY AND RESOURCES

The U.S. Department of Energy (DOE), and the Korean Ministry of Science and Technology (MOST), hereinafter referred to as the Parties, recognize their mutual interest in promoting cooperation in the broad areas of energy conservation which can contribute to the general economic progress of both countries. To this end, DOE and MOST agree that the Argonne National Laboratory (ANL) and the Institute of Energy and Resources (KIER) shall undertake the activities as set forth below. This Memorandum of Understanding is pursuant to the Agreement for Scientific and Technical Cooperation between the United States and Korea, signed at Seoul, November 22, 1976.

1. Exchange of Information

ANL, with the concurrence of DOE, and KIER with the concurrence of MOST agree to exchange on a reciprocal basis scientific and technical information related to the broad areas of energy conservation which are of mutual interest to both Parties. The Parties may only exchange information that they have the right to disclose. Seminars and other meetings on specific agreed topics may be organized by the Coordinators named under Article 5, below.

2. Interchange of Personnel

As mutually agreed between KIER and ANL, KIER with the concurrence of MOST may send one or more staff members per year to ANL for work experience in such fields as may be agreed to. Such assignments will normally be for periods of up to one year. KIER will be responsible for the salary travel and living expenses of its staff members. The assignment must have the concurrence of DOE. Assignments to facilities in the United States shall be subject to an assignment of personnel agreement.

When appropriate, ANL staff members, with the concurrence of DOE, may travel to KIER as visiting scientists. Travel and living expenses for those visits made at the request of KIER will be borne by KIER in a manner agreeable to KIER, MOST, ANL, DOE and the visiting scientist. The salary of ANL staff members visiting Korea will be paid by ANL.

Assignments or visits may be terminated by either Party any time prior to expiration of the expected period at the discretion of either Party.

3. Advice and Consultation

Advice and consultation will be provided by ANL to KIER as mutually agreed in the areas in which the necessary expert advice resides in ANL staff members. If the necessary expert advice is not available at ANL, ANL will attempt to identify other expert sources and may assist, if desired, in making arrangements for obtaining the desired advice and consultation from other U.S. Government laboratories. Advice and consultation may take the form of answers to inquiries by mail or may involve short visits to KIER or ANL. If visits are necessary, the travel and living expenses will be provided by KIER.

4. Small Item Purchase

Argonne National Laboratory may assist KIER in purchasing items of laboratory equipment which are difficult to obtain through their normal sources or which are urgently needed on a time scale which their normal source cannot meet. ANL will bill KIER full cost in accordance with DOE pricing policy for actual purchase and shipping costs.

5. Coordinators

To supervise the execution of this Memorandum of Understanding,

ANL and KIER will name Coordinators through whom all requests and arrangements will be made.

6. Rights to Inventions or Discoveries

A. With respect to any invention or discovery made or conceived in the course of or under this Memorandum of Understanding:

(1) If made or conceived by personnel of one Party (the Assigning Party) or its contractors while assigned to the other Party (Receiving Party) or its contractors, in connection with exchanges of scientists, engineers and other specialists:

- (a) The Receiving Party will acquire all right, title and interest in and to any such invention or discovery in its own country and in third countries, subject to a non-exclusive irrevocable, royalty-free license in all such countries to the Assigning Party, its government, and its nationals designated by it, under any such invention or discovery and any patent application patent, or other protection relating thereto.
- (b) The Assigning Party will acquire all right, title and interest in and to any such invention or discovery in its own country, subject to a

non-exclusive, irrevocable royalty-free license to the Receiving Party, its Government, and its nationals designated by it, under any such invention or discovery and any patent application, patent or other protection relating thereto.

- (2) If made or conceived by a Party or its contractors as a direct result of employing information which has been communicated to it under this Memorandum of Understanding by one of the other Parties, or its contractors, or communicated during seminars or other joint meetings, the Party making the invention will acquire all right, title and interest in and to such invention or discovery in all countries, subject to a grant to the other Party, its Government, and its nationals designated by it of a royalty-free, non-exclusive, irrevocable license under any such invention or discovery and any patent application, patent or other protection relating thereto in all countries.

- B. The Parties will provide all necessary cooperation from its inventors to carry out the provisions of paragraphs (a) and (b) above.
- C. Each Party will assume the responsibility to pay awards

or compensation required to be paid to its own nationals according to its own laws.

D. Copyrights of either Party or of cooperating organizations and persons will be accorded treatment consistent with internationally recognized standards of protection.

E. Any materials which may be subject to copyright developed in any cooperative activity may be copyrighted. A Party securing a copyright or rights thereto will grant a royalty-free license to the other Party to reproduce the copyrighted material.

F. With regard to other specific forms of cooperation, as contemplated by paragraph 8, hereof, the Parties will provide for appropriate distribution of rights to inventions or discoveries resulting from such cooperation. In general, however, each Party should normally own the rights to such inventions or discoveries in its own country with a non-exclusive, irrevocable, royalty-free license to the other Party, its Government, and its nationals designated by it, and the rights to such inventions or discoveries in other countries will be agreed by the Parties on an equitable basis.

7. Liability

No warranty of any kind is made by either side for any materials, information or services that may be furnished to

the other side under this Memorandum of Understanding. Compensation for damages incurred during the implementation of this Memorandum of Understanding will be in accordance with the applicable laws and regulations of the countries of the Parties. Cooperation under this Memorandum of Understanding shall be in accordance with the laws of the respective countries and the regulations of the respective Parties, and shall be subject to the appropriation of funds by the appropriate governmental authority where necessary.

8. Joint Projects

If it should be determined by the Parties that a joint project of any type should be undertaken, such a project would be the subject of a separate Memorandum of Understanding executed by DOE and MOST covering the detailed provisions for implementing that project including such matters as patents, exchange of equipment and information disclosure specific to that particular project.

9. Entry into Force and Termination

This Memorandum will enter into force on the later date of signature of a party, will continue in force for five (5) years and may be amended or extended by mutual written agreement of the Parties. The Memorandum may be terminated at any time at the discretion of either Party upon ninety (90) days advance notification in writing by the Party seeking to terminate the Memorandum

of Understanding. Such termination will be without prejudice to the rights which may have accrued under this Memorandum of Understanding to the Parties up to the date of such termination.

Done in duplicate.

FOR THE UNITED STATES
DEPARTMENT OF ENERGY

BY *Chas. W. Trueman*

TITLE Director, Energy Research

DATE Nov. 6, 1981

FOR THE KOREAN MINISTRY OF
SCIENCE AND TECHNOLOGY

BY *Edg. Sam Hyeon*
Vice President
Korea Institute for Energy
and Resources
TITLE *V.P. KIER*

Nov. 6, 1981
DATE *Nov. 6, 1981*