

ARRANGEMENT BETWEEN THE
DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
AND THE
MINISTRY OF SCIENCE AND TECHNOLOGY OF THE REPUBLIC OF KOREA
CONCERNING RESEARCH AND DEVELOPMENT IN
NUCLEAR MATERIAL CONTROL, ACCOUNTANCY, VERIFICATION,
PHYSICAL PROTECTION, AND ADVANCED CONTAINMENT AND
SURVEILLANCE TECHNOLOGIES FOR
INTERNATIONAL SAFEGUARDS APPLICATIONS

The Department of Energy of the United States of America (DOE) and the Ministry of Science and Technology of the Republic of Korea (MOST) (hereinafter called "the Parties");

Desiring to facilitate implementation 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, which was signed on November 24, 1972, and as amended on May 15, 1974;

Referring to the Agreement Relating to Scientific and Technical Cooperation Between the Government of the United States of America and the Government of the Republic of Korea (hereinafter call the "Agreement"), which was signed on July 2, 1999; and

Sharing a desire to cooperate in research, development, testing, training, and evaluation of technology, equipment, and procedures in order to improve nuclear material control, accountancy, verification, physical protection and advanced containment and surveillance technologies for international safeguards applications;

Hereby agree as follows:

ARTICLE 1

Cooperation between DOE's National Nuclear Security Administration and MOST shall be directed to improving the efficiency and effectiveness of equipment and techniques for safeguards to implement policies and procedures pursuant to the Treaty on the Non-Proliferation of Nuclear Weapons of July 1, 1968.

ARTICLE 2

Cooperation under this Arrangement may include but is not limited to:

- 2.1 Exchange of information, equipment, funding, or personnel.
- 2.2 Exchange or loan of materials, equipment, and components for evaluation and testing.
- 2.3 Joint projects for research, development, testing, training, and evaluation with respect to nuclear material control, accountancy, verification, physical protection, and advanced containment and surveillance technologies, techniques, or procedures.

ARTICLE 3

- 3.1 A Permanent Coordinating Group shall be established, with each Party designating two officials to serve as coordinators, to supervise the implementation of this Arrangement. As mutually agreed, the Permanent Coordinating Group shall meet to evaluate all aspects of the cooperation under this Arrangement. These meetings shall be held alternately in the United States and the Republic of Korea.
- 3.2 All cooperative activities to be carried out under this Arrangement shall be approved and monitored by the Permanent Coordinating Group. Each cooperative activity shall be described in an Action Sheet that shall be approved by the Permanent Coordinating Group in writing and shall be annexed to this Arrangement.
- 3.3 Technical management of the cooperation under this Arrangement shall be carried out by project leaders named by the coordinators. Project leaders shall be responsible for the working contacts between the Parties in their respective areas of cooperation.

ARTICLE 4

The following provisions shall apply concerning exchanges of equipment pursuant to this Arrangement:

- 4.1 By mutual agreement, a Party may provide equipment to be utilized in a joint activity. In such cases, the sending Party shall furnish, as soon as possible, a detailed list of the equipment to be provided, together with the relevant specifications and appropriate technical and informational documentation related to use, maintenance, and repair of the equipment.
- 4.2 Title to the equipment and necessary spare parts supplied by the sending Party for use in joint activities shall remain in the sending Party, and the property shall be

returned to the sending Party upon completion of the joint activity, unless otherwise agreed.

- 4.3 Equipment provided pursuant to this Arrangement shall be brought into operation at the host establishment only by mutual agreement between the Parties.
- 4.4 The host establishment shall provide the necessary premises for the equipment, shall provide for utilities such as electric power, water and gas, and normally shall provide materials to be tested, in accordance with technical requirements determined by the Parties by mutual agreement.
- 4.5 The responsibility and expenses for the transport of equipment and materials from the United States by plane or ship to an authorized port of entry in the Republic of Korea convenient to the ultimate destination, as well as responsibility for safekeeping and insurance en route, shall rest with DOE.
- 4.6 The responsibility and expenses for the transport of equipment and materials from the Republic of Korea by plane or ship to an authorized port of entry in the United States convenient to the ultimate destination, as well as responsibility for safekeeping and insurance en route, shall rest with MOST.
- 4.7 Equipment provided pursuant to this Arrangement for use in joint activities shall be considered to be scientific, not having a commercial character, and each Party shall make its best effort to obtain duty free entry.

ARTICLE 5

The following provisions shall apply concerning assignments and exchanges of personnel under this Arrangement:

- 5.1 Whenever an assignment or exchange of personnel is contemplated, each Party shall select personnel with skills and competence necessary to conduct the activities planned under this Arrangement. Each such exchange of personnel shall be mutually agreed to in advance by an exchange of letters between the Parties, referencing this Arrangement and its pertinent intellectual property provisions.
- 5.2 Each Party shall be responsible for the salaries, insurance, and allowances to be paid to its staff or its contractors.
- 5.3 Each Party shall pay for the travel and living expenses of its staff or its contractors while on assignment to the host Party, unless otherwise agreed.
- 5.4 Each Party shall arrange for accommodations for the other Party's staff or its contractors (and their families) on a mutually agreeable, reciprocal basis.

- 5.5 Each Party shall provide all necessary assistance to the staff of the other Party or its contractors with respect to administrative formalities.
- 5.6 The staff of each Party or its contractors shall conform to the general and special rules of work and safety regulations in force at the host establishment.

ARTICLE 6

The treatment of intellectual property created or furnished in the course of the cooperative activities under this Arrangement shall be governed by Annex I to the Agreement.

ARTICLE 7

The treatment of information and equipment requiring protection in the interest of national defense or foreign relations shall be governed by Annex II to the Agreement.

ARTICLE 8

Unless otherwise agreed, all costs resulting from cooperation pursuant to this Arrangement shall be the responsibility of the Party that incurs them. The ability of the Parties to carry out their obligations is subject to the appropriation of funds and to the laws and regulations applicable to the Parties.

ARTICLE 9

- 9.1 All information or equipment transmitted by one Party to the other Party under this Arrangement shall be appropriate and accurate to the best knowledge and belief of the transmitting Party; but neither Party warrants the appropriateness of equipment nor its suitability for any particular use or application by either Party or by any third party.
- 9.2 Information or equipment developed jointly by the Parties shall be appropriate and accurate to the best knowledge and belief of both Parties.

ARTICLE 10


All questions related to the interpretation or application of this Arrangement shall be settled by the Parties by mutual agreement.

ARTICLE 11

- 11.1 This Arrangement shall enter into force upon the date of last signature and shall remain in force for five (5) years. This Arrangement shall be renewed automatically for further additional 5-year periods unless either Party notifies the other in writing at least six (6) months prior to the expiration of the first five-year period or any succeeding five-year period of its intent to terminate the Arrangement.
- 11.2 The Parties may amend this Arrangement by mutual written agreement.
- 11.3 This Arrangement may be terminated upon one (1) year's advance notification in writing by either Party. Such termination shall be without prejudice to any rights and interests which may have accrued under this Arrangement to either Party up to the date of termination.
- 11.4 All joint efforts and experiments not completed at the expiration or termination of this Arrangement may continue until their completion under the terms of this Arrangement.

DONE in duplicate at Vienna, on this 17 day of September, 2001, in the English language.


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


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