Annex VI
to the 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
On a
Collaborative Project Supporting
Research and Development in the Field of
Innovative Fuel Cycles

Whereas the Department of Energy of the United States of America (DOE) and the Ministry of Science and Technology of the Republic of Korea (MOST) are parties to the Memorandum of Understanding for a Cooperative Laboratory Relationship of June 14, 1996, as extended and amended (hereafter referred to as the "MOU"); and

Whereas representatives of DOE's Office of Nuclear Energy, Science and Technology and MOST's Atomic Energy Bureau have identified common interests in innovative fuel cycles that are cleaner, more efficient, less waste-intensive, and more proliferation-resistant; and

Whereas DOE proposes to cooperate with MOST in recycle/transmutation technologies involving pyroprocessing as a fuel conditioning method that reduces waste streams and enhances proliferation resistance, consistent with U.S. nonproliferation policy and nuclear energy development interests; and

Whereas the Republic of Korea has committed itself to achieve self-reliance in advanced nuclear energy systems and proliferation-resistant nuclear fuel cycle technologies through comprehensive and systematic nuclear energy research and development;

The DOE and MOST (hereinafter referred to as the "Parties") hereby agree to initiate collaborative projects in the areas of Innovative Fuel Cycles, as authorized under Articles II.A.1. and III.E. and F. of the MOU.

I. Principals

A. DOE's Office of Nuclear Energy, Science and Technology.

B. MOST's Atomic Energy Bureau.

II. Principles

A. This Annex is subject to the MOU and to the condition that, unless otherwise expressly agreed, the cooperation contemplated under this Annex shall be limited to those activities that do not to involve the use of irradiated source material or any special nuclear material.

B. The implementation of this Annex is subject to the availability of appropriated funds and personnel, and Principals shall carry out their responsibilities subject to the applicable laws and regulations of the Parties' respective countries.

III. Projects

A. The Parties may establish such projects related to innovative fuel cycles as they agree in writing and/or at an annual meeting of the U.S.-Republic of Korea Joint Standing Committee on Nuclear Energy Cooperation (hereafter referred to as the "JSCNEC".)

B. The Parties' agreement on any project may take the form of a contract between the participating organizations from each side.

C. With the Parties' agreement, additional organizations from either Party's country or from third countries may be invited to join a project, subject to such terms and conditions as the Parties may specify.

D. Sensitive Nuclear Technology, as defined by U.S. regulations at 10 CFR Part 810, is specifically excluded from bilateral research under this Annex.

IV. Responsibilities

A. Each Party shall designate a Technical Coordinator for each project. Each Technical Coordinator will be responsible for his side's project activities including, but not limited to, evaluating technical issues, promoting timely completion of assigned tasks and reporting to his Principal on the project's progress and status.

B. The Parties shall (unless otherwise agreed) convene in annual technical information exchange meetings, held in both countries on an alternating basis and timed to coincide with the annual meetings of the JSCNEC where practicable, for the purpose of exchanging reports on progress in the agreed collaborative initiatives. Regardless of whether any annual technical information exchange meeting coincides with the annual meeting of the JSCNEC, the DOE and MOST Technical Coordinators for each project will submit a joint report detailing progress made under this Annex to each annual meeting of the JSCNEC.

V. Information and Intellectual Property

Dissemination, use and protection of information used or generated in the activities conducted pursuant to this Annex, and the allocation of rights in intellectual property arising in the course of such activities shall be governed by the provisions set forth in 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 of July 2, 1999.

VI. Duration and Termination

A. This Annex shall enter into force upon signature, and shall remain in force for five years or until termination of the MOU, whichever occurs first. This Annex may be amended or extended by written agreement of the Parties.

B. In the event of termination of the MOU or this Annex, activities undertaken under this Annex but not completed at the time of such termination may continue until their completion. However, no new activities may be initiated unless the Parties enter into a new written agreement.

C. The Annex may be terminated at any time at the discretion of either Party, on six months' advance notification in writing by the Party seeking to terminate it.

Done at , this 15th day of September, 2003, in duplicate, 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: