

No. 26284

FEDERAL REPUBLIC OF GERMANY
and
REPUBLIC OF KOREA

Agreement on scientific and technological cooperation.
Signed at Bonn on 11 April 1986

Authentic texts: German, Korean and English.

Registered by the Federal Republic of Germany on 8 November 1988.

RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE
et
RÉPUBLIQUE DE CORÉE

Accord de coopération scientifique et technique. Signé à
Bonn le 11 avril 1986

Textes authentiques : allemand, coréen et anglais.

Enregistré par la République fédérale d'Allemagne le 8 novembre 1988.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY AND THE GOVERNMENT OF THE REPUBLIC OF KOREA ON SCIENTIFIC AND TECHNOLOGI- CAL CO-OPERATION

The Government of the Federal Republic of Germany and the Government of the Republic of Korea (hereinafter referred to as the Contracting Parties),

Desiring to strengthen the close and friendly relations existing between them,

Considering their mutual interest in promoting scientific research and technological development, also as a basis of industrial development,

Recognizing the beneficial effects on the standard of living and on the economic prosperity of their populations to be derived by both States from close co-operation in these fields,

Have agreed as follows:

Article 1

1. The Contracting Parties shall facilitate and encourage scientific and technological co-operation between them or institutions named by them.
2. Such co-operation shall include the following areas in particular:
 - (a) Energy research and technology,
 - (b) Environmental research and technology,
 - (c) Materials research,
 - (d) Production and process engineering,
 - (e) Information and documentation,
 - (f) Science and technology forming the basis of industrial development.
3. Co-operation may also be undertaken in further areas of science and technology as agreed upon by the Contracting Parties.

Article 2

Co-operation may be promoted above all by means of

- (a) Exchange of information;
- (b) Exchange of scientists and other research and technical personnel;
- (c) Expert meetings and other joint activities;
- (d) Provision of advisory and other services; and
- (e) Execution of joint or co-ordinated research and development projects.

¹ Came into force on 9 September 1986, the date of the last of the notifications (effected on 27 August and 9 September 1986) by which the Contracting Parties informed each other of the completion of their constitutional requirements, in accordance with article 13 (1).

Article 3

1. The content, scope and implementation of particular co-operative programmes and projects within the areas determined in accordance with Article 1 of this Agreement shall be subject to special agreements which shall be concluded between the Contracting Parties or between the agencies designated by them. The said special agreements shall govern — to the extent necessary — the co-operation terms and conditions in individual cases, including financing arrangements.

2. Co-operation on research and technological development in the field of peaceful uses of nuclear energy is being promoted according to the Agreement of 11 April 1986 between the two Contracting Parties for Co-operation in the Peaceful Uses of Nuclear Energy.¹

Article 4

In order to promote the implementation of this Agreement and of the special agreements concluded in accordance with Article 3 of this Agreement, representatives of the Contracting Parties shall meet as and where required at the appropriate level to inform each other of the progress reached in activities of common interest, and to consult each other about measures that may be required. Groups of experts may be appointed to discuss individual questions.

Article 5

Unless otherwise agreed in the individual case, each Contracting Party and each party to a special agreement in accordance with Article 3 of this Agreement shall bear, in accordance with the appropriate financing and budgetary processes and subject to the availability of funds, the costs of discharging its responsibilities under this Agreement and under the said special agreements. Unless otherwise determined by the two Contracting Parties, or by the designated co-operating agencies, the costs incurred for staff and international transport costs in connection with the exchange of scientists, experts and technical staff shall be borne by the sending Contracting Party and the subsistence expenses and inland travelling expenses shall be borne by the receiving Contracting Party.

Article 6

1. Exchanges of information in the areas covered by this Agreement may take place either between the Contracting Parties themselves or between the agencies designated by them.

2. The Contracting Parties or the agencies designated by them may transmit the information obtained to public institutions or to such non-profit institutions or corporations as are supported by public authorities. Such transmittal may be limited or precluded by the Contracting Parties or the agencies designated by them and the transmittal of information to other agencies or persons shall be precluded or limited if the other Contracting Party or the agency designated by it so decides before or at the time of the exchange.

3. Each Contracting Party shall ensure that the recipients entitled to receive information under this Agreement do not transmit such information to agencies or persons not authorized under this Agreement to receive such information.

¹ United Nations, *Treaty Series*, vol. 1476, p. 321.

4. Information of a commercial value shall be communicated on the basis of special agreements regulating at the same time the conditions of utilization and transmittal.

Article 7

This Agreement shall not apply to:

(a) Information of which the Contracting Parties or the agencies designated by them may not dispose because it originates from third parties and its transmittal has been precluded;

(b) Information and ownership or patent rights which, by virtue of arrangements concluded with a third party, may not be communicated or transferred; and

(c) Information which is classified by a Contracting Party, unless prior approval is granted by the competent authorities of that Contracting Party.

Article 8

The transmittal of information and the supply of materials and equipment under this Agreement or the special agreements concluded under Article 3 of this Agreement shall in no way render either Contracting Party liable to the other with regard to the accuracy of the information transmitted or the suitability of articles supplied for a specific use, unless alternative arrangements have been made.

Article 9

In accordance with the laws and regulations in force in their respective territories, the Contracting Parties shall grant to scientists and other research personnel to be exchanged under this Agreement visas, residence permits and work permits required in connection with the execution of their tasks and grant all possible facilities and assistance regarding duties and other public charges in connection with the importation and exportation of articles transferred for the purposes of co-operation under this Agreement.

Article 10

By agreement between the Contracting Parties or between the agencies designated by them in accordance with Article 3 of this Agreement, institutions of third countries may participate in the co-operation in accordance with this Agreement or the special agreements concluded under Article 3 of this Agreement.

Article 11

This Agreement shall not preclude exchanges already agreed or to be agreed between the Contracting Parties on a contractual basis or through diplomatic channels.

Article 12

This Agreement shall also apply to *Land Berlin*, provided that the Government of the Federal Republic of Germany does not make a contrary declaration to the Government of the Republic of Korea within three months of the date of entry into force of this Agreement.

Article 13

1. This Agreement shall enter into force on the date on which both Contracting Parties have notified each other that their constitutional and other national requirements for the entry into force of this Agreement have been complied with.

2. This Agreement shall remain in force initially for five years and thereafter until the expiry of six months from the date on which either Contracting Party shall have given written notice of termination to the other.

3) In the event that this Agreement is terminated, its provisions shall continue to apply in respect of any uncompleted special agreements entered into during the period of validity of this Agreement.

DONE at Bonn this [11 April] 1986 in duplicate in the German, Korean and English languages, all three texts being authentic. In case of divergent interpretations of the German and Korean texts, the English text shall prevail.

For the Government
of the Federal Republic
of Germany:

[HANS-DIETRICH GENSCHER]

[HEINZ RIESENHUBER]

For the Government
of the Republic of Korea:

[WONG CHUN LEE]

[HAK ZE CHON]