

No. 30578

**REPUBLIC OF KOREA
and
UNITED STATES OF AMERICA**

**Agreement relating to scientific and technical cooperation
(with annexes). Signed at Seoul on 6 January 1992**

Authentic texts: Korean and English.

Registered by the Republic of Korea on 3 December 1993.

**RÉPUBLIQUE DE CORÉE
et
ÉTATS-UNIS D'AMÉRIQUE**

**Accord relatif à la coopération scientifique et technique (avec
annexes). Signé à Séoul le 6 janvier 1992**

Textes authentiques : coréen et anglais.

Enregistré par la République de Corée le 3 décembre 1993.

AGREEMENT¹ RELATING TO SCIENTIFIC AND TECHNICAL CO-OPERATION BETWEEN THE GOVERNMENT OF THE REPUBLIC OF KOREA AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA

The Government of the Republic of Korea and the Government of the United States of America, hereinafter referred to as the "Parties,"

Recognizing that scientific and technical cooperation will advance the state of science and technology and strengthen the bonds of friendship between the two countries,

Have agreed as follows:

ARTICLE I

1. The two Parties shall promote cooperation between the two countries in science and technology for peaceful purposes.
2. The principal object of this cooperation is to provide additional opportunities to exchange ideas, information, skills and techniques and to collaborate on problems of mutual interest.

ARTICLE II

The cooperation contemplated in this Agreement may include exchanges of scientific and technical information, exchanges of scientists and technical experts, the convening of joint seminars and meetings, and conduct of joint research projects in the fields of basic and applied science, and other forms of scientific and technical cooperation as may be mutually agreed.

¹ Came into force on 29 July 1993, the date on which the Parties notified each other of the completion of the required procedures, in accordance with article XI (1).

ARTICLE III

Pursuant to the aims of this Agreement, the two Parties shall encourage and facilitate, where appropriate, the development of joint contacts and cooperation between governmental agencies, universities, research centers, and other institutions and firms of the two countries, and the conclusion of implementing arrangements between them for the conduct of cooperative activities under this Agreement.

ARTICLE IV

Scientists, technical experts, governmental agencies and institutions of third countries or international organizations may be, in appropriate cases, invited by the two Parties to participate, at their own expense unless otherwise agreed, in projects and programs being carried out under this Agreement.

ARTICLE V

Unless otherwise provided for in an implementing arrangement, each Party or participating agency, organization or enterprise shall bear the cost of its participation and that of its personnel engaged in cooperative activities under this Agreement.

ARTICLE VI

Cooperative activities shall be undertaken in accordance with applicable laws in both countries and subject to the availability of funds.

ARTICLE VII

1. The two Parties shall establish a joint committee for coordinating and facilitating cooperative activities under this Agreement, composed of representatives designated by the Parties. The Committee shall conduct a joint review of activities under this Agreement every two years. These reviews shall take place alternately in the Republic of Korea and in the United States.

2. In the intervals between the sessions of the Committee, representatives of the two Parties shall meet, if necessary, to discuss and further the implementation of this Agreement and to exchange information on the progress of programs, projects and activities of common interest.

ARTICLE VIII

Each Party shall use its best efforts to facilitate entry to and exit from its territory of personnel and equipment of the other country, engaged on or used in projects and programs under this Agreement.

ARTICLE IX

1. Scientific and technical information of a non-proprietary nature derived from the cooperative activities conducted under this Agreement shall be made available, unless it is agreed otherwise under specific circumstances, to the world scientific community through customary channels and in accordance with the normal procedures of the participating agencies.

2. The treatment of intellectual property created or furnished in the course of the cooperative activities under this Agreement shall be as set forth in Annex I, which forms an integral part of this Agreement.

3. Reciprocal security obligations related to the cooperative activities under this Agreement shall be observed in accordance with the provisions of Annex II, which forms an integral part of this Agreement.

ARTICLE X

Nothing in this Agreement shall be construed to prejudice other arrangements for scientific and technical cooperation between the Parties.

ARTICLE XI

1. This Agreement shall enter into force upon an exchange of diplomatic notes confirming that all requirements for its entry into force have been fulfilled.

2. This Agreement shall remain in force for five years and may be amended or extended by mutual agreement of the Parties.

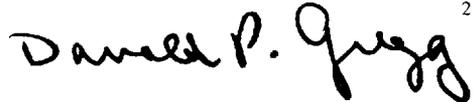
3. The termination of this Agreement shall not affect the validity or duration of any arrangements made under it.

DONE at **Seoul** , this **sixth** day
of **January, 1992** , in duplicate, in the Korean and English
languages, both texts being equally authentic.

For the Government
of the Republic of Korea:

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For the Government
of the United States of America:

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¹ Lee Sang-ock.

² Donald P. Gregg.

ANNEX I

INTELLECTUAL PROPERTY

I. GENERAL

A. For purposes of this Agreement, "intellectual property" is understood to have the meaning found in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967.¹

B. The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant implementing arrangements thereunder.

II. COPYRIGHTS

Disposition of rights to copyright protected works created in the course of the cooperative activities under this Agreement shall be determined in the relevant implementing arrangements. The parties to the cooperative activities concerned shall take the appropriate steps to secure copyright to works created in the course of cooperative activities under this Agreement in accordance with the national laws and regulations of the respective countries.

III. INVENTIONS

A. For the purposes of this Annex, "invention" means any invention made in the course of a program of cooperative activity under this Agreement or implementing arrangements

¹ United Nations, *Treaty Series*, vol. 828, p. 3.

thereunder which is or may be patentable or otherwise protectable under the laws of the Republic of Korea, the United States of America, or any third country.

B. Between a Party and its nationals, the ownership of rights and interests in inventions shall be determined in accordance with that Party's national laws, regulations and practices.

C. As to an invention made under this Agreement or its implementing arrangements, the parties to the cooperative activity concerned shall take the appropriate steps to secure rights to implement the following:

1. If the invention is made as a result of a program of cooperative activity that involves only the transfer or exchange of information between the parties, such as by joint meetings, seminars, or the exchange of technical reports or papers, unless otherwise provided in an applicable implementing arrangement:

- a. The party whose personnel make the invention ("the inventing party") has the right to obtain all rights and interests in the invention in all countries;
- b. In any country where the inventing party decides not to obtain such rights and interests, the other party has the right to do so.

2. If the invention is made by personnel of one party ("the Assigning Party") while assigned to the other party ("the Receiving Party") in the course of a program of cooperative activity that involves only the visit or exchange of scientific and technical personnel, and:

a. in the case where the Receiving Party is expected to make a major and substantial contribution to the cooperative activity:

- i. the Receiving Party has the right to obtain all rights and interests in the invention in all countries; and
- ii. in any country where the Receiving Party decides not to obtain such rights and interests, the Assigning Party has the right to do so.

b. in the case where the provision in subparagraph (a) above is not satisfied:

- i. the Receiving Party has the right to obtain all rights and interests in the invention in its own country and in third countries;
- ii. the Assigning Party has the right to obtain all rights and interests in the invention in its own country; and
- iii. in any country where one party decides not to obtain such rights and interests, the other party has the right to do so.

D. Specific arrangements involving other forms of cooperative activities such as joint research projects with an agreed scope of work, shall provide for the mutually agreed upon disposition of rights to an invention made as a result of such activities on an equitable basis.

E. Notwithstanding the foregoing, if an invention is of a type for which exclusive rights are available under the laws of one Party but not of the other Party, the Party whose laws provide

for exclusive rights shall be entitled to all rights to such invention in its own territory and in third countries. Persons named as inventors of property shall nonetheless be entitled to a share of royalties earned by either institution from the licensing of the property. The parties to the cooperative activities may agree, however, to a different allocation of rights to such invention.

F. The inventing party shall disclose the invention promptly to the other party together with any documentation and information necessary to enable the other party to establish any rights to which it may be entitled. The inventing party may ask the other party in writing to delay publication or public disclosure of such documentation or information for the purpose of protecting its rights related to the invention. Unless otherwise specifically agreed in writing, such restriction shall not exceed a period of six months from the date of such communication. Communication shall be made through the competent government agencies or as otherwise designated in the relevant implementing arrangements.

IV. BUSINESS CONFIDENTIAL INFORMATION

A. For the purpose of this Annex, "business-confidential information" means any know-how, technical data, or technical, commercial, or financial information that meets all of the following conditions:

1. it is of a type customarily and intentionally held in confidence for commercial reasons;
2. it is not generally known or publicly available from their sources;

3. it has not been previously made available by the owner to others without an obligation concerning its confidentiality; and

4. it is not already in the possession of the recipient without an obligation concerning confidentiality.

B. Business-confidential information should be furnished or, when created in the course of cooperative activities under this Agreement, transferred by mutual written agreement of the parties to the cooperative activity concerned.

C. All business-confidential information shall be given full protection in accordance with the laws and regulations of the respective countries. Any information to be protected as "business-confidential information" shall be appropriately identified, before it is furnished in the course of cooperative activities or immediately upon being created, by the party furnishing such information or asserting that it is to be protected. Unidentified information will be assumed not to be information to be protected, except that a party to the cooperative activity may notify the other party in writing, within a reasonable period of time after furnishing or transferring such information, that such information should be protected as "business-confidential information".

V. OTHER FORMS OF INTELLECTUAL PROPERTY

"Other forms of intellectual property" means any intellectual property created under this Agreement other than inventions or works of authorship and includes, for example, mask works. Rights to other forms of intellectual property shall be determined in the same manner as for inventions, i.e.,

Article III, paragraphs B-D of this Annex. If intellectual property is of a type for which protection is available under the laws of one Party but not of the other Party, the Party whose laws provide for such protection shall be entitled to all rights in such intellectual property in its own territory and in third countries. Persons named as inventors of property shall nonetheless be entitled to a share of royalties earned by either institution from the licensing of the property. The parties to the cooperative activities may, however, agree to a different allocation of rights to such intellectual property.

VI. MISCELLANEOUS

A. Each party to the cooperative activity shall take all necessary and appropriate steps to provide for the cooperation of its authors, inventors, and discoverers which is required to carry out the provisions of this Annex.

B. Each party to the cooperative activity shall assume the responsibility to pay nationals of its country or its personnel such awards or compensation as may be in accordance with the laws and regulations of its country. This Annex does not create any entitlement or prejudice any right or interest of the authors or inventors or discoverers to an award or compensation for their works, inventions or discoveries.

C. Disputes on the intellectual property arising between the parties to a cooperative activity under this Agreement shall be resolved through discussions between the parties directly concerned. If disputes cannot be resolved by those parties, they shall be settled through consultations with the Parties.

VII. EFFECT OF TERMINATION OR EXPIRATION

Termination or expiration of this Agreement shall not affect rights or obligations under this Annex.

VIII. APPLICABILITY

This Annex shall be applied to all cooperative activities undertaken pursuant to this Agreement, except as otherwise specifically agreed by the parties to the cooperative activities.

ANNEX II

SECURITY OBLIGATIONS

I. PROTECTION OF INFORMATION

Both Parties agree that no information or equipment requiring protection in the interests of national defense or foreign relations of either Party and classified in accordance with the applicable national laws and regulations shall be provided under this Agreement. In the event that information or equipment which is known or believed to require such protection is identified in the course of cooperative activities undertaken pursuant to this Agreement, it shall be brought immediately to the attention of the appropriate officials, and the Parties shall consult concerning the need for and level of appropriate protection to be accorded such information or equipment.

II. TECHNOLOGY TRANSFER

The transfer of export-controlled information or equipment between the two countries shall be in accordance with the relevant laws and regulations of each Party to prevent the unauthorized transfer or retransfer of such information or equipment provided or produced under this Agreement. If either Party deems necessary, detailed provisions for the prevention of unauthorized transfer or retransfer of such information or equipment shall be incorporated into the contracts or implementing arrangements.