No. 51835*

United States of America
and
Republic of Korea

Protocol on cooperation in the field of Atmospheric Science and Technology between the National Oceanic and Atmospheric Administration of the Department of Commerce of the United States of America and the Korea Meteorological Administration of the Republic of Korea. Washington, 22 November 2005

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États-Unis d'Amérique
et
République de Corée

Protocole relatif à la coopération dans le domaine de la science atmosphérique et de la technologie entre l'Administration océanique et atmosphérique nationale du Département du Commerce des États-Unis d'Amérique et l'Administration météorologique coréenne de la République de Corée. Washington, 22 novembre 2005

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Note : *Voir aussi annexe A, No. 51835.*

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[ENGLISH TEXT – TEXTE ANGLAIS]

PROTOCOL ON COOPERATION IN THE FIELD OF ATMOSPHERIC SCIENCE AND TECHNOLOGY BETWEEN THE NATIONAL OCEANIC AND ATMOSHPERIC ADMINISTRATION OF THE DEPARTMENT OF COMMERCE OF THE UNITED STATES OF AMERICA AND THE KOREA METEOROLOGICAL ADMINISTRATION OF THE REPUBLIC OF KOREA

The National Oceanic and Atmospheric Administration (NOAA) of the Department of Commerce of the United States of America and the Korea Meteorological Administration (KMA) of the Republic of Korea (hereinafter referred to as "the Parties"), for the purpose of promoting closer cooperation, capacity building, and exchange of information in the field of atmospheric science and technology,

ACTING pursuant 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, signed at Washington on July 2, 1999, as extended (hereinafter referred to as the Science and Technology Agreement);

ACKNOWLEDGING the benefits to be derived by both Parties from close and continued cooperation in the field of atmospheric science and technology;

AFFIRMING their strong, mutual commitment to work collaboratively to pursue cooperative activities related to meteorology, hydrology, and oceanography;

Have agreed as follows:

ARTICLE I
PURPOSE

The Parties agree to cooperate with each other in the field of atmospheric science and technology.

ARTICLE II
PRINCIPLES

1. The Parties agree to conduct exchanges and collaborative activities on the basis of the following principles:

A. Mutual benefit based on shared responsibility, equitable contributions, and comparable access to equipment and facilities;

B. Reciprocal opportunities to engage in cooperative activities;

C. Equitable and fair treatment;

D. Timely exchange of information which may affect cooperative activities.

ARTICLE III
FORMS OF COOPERATIVE ACTIVITIES

1. Cooperative activities or specific projects under this Protocol undertaken by NOAA, KMA and other cooperating entities may include, but are not limited to:

A. The exchange and provision of information and data on scientific and technical developments, and activities and practices in the field of atmospheric science and technology;

B. The exchange of scientists, engineers and other specialists, including visits of delegations or teams of specialists to the scientific establishments and institutions of the other Party, and/or exchange of personnel for training purposes;

C. The exchange and provision of equipment, samples, instruments and components for testing, evaluation and other purposes;

D. Collaborative research and joint organization of symposia, seminars and lectures;

E. Such other forms of cooperation to which the Parties mutually agree.

ARTICLE IV
OTHER PARTICIPANTS

By mutual agreement and in accordance with international obligations, national laws and regulations, the Parties may invite personnel from other countries, international organizations and scientific groups to participate in programs and projects carried out under this Protocol. These participants may include other government agencies, institutions, universities, scientists and technical experts from the United States of America or the Republic of Korea.

ARTICLE V
COORDINATION, FACILITATION AND IMPLEMENTATION OF COOPERATIVE ACTIVITES

1. A Program of Activities providing specific areas for bilateral cooperation shall be established under this Protocol and may be amended at any time by further agreement between the Parties or their designees. The Program of Activities shall coincide with the duration of this Protocol.

2. Specific activities and projects undertaken under this Protocol shall be implemented by the Line Offices of NOAA, including, but not limited to, the National Weather Service (NWS) and the Office of Oceanic and Atmospheric Research (OAR), hereinafter referred to as the U.S. implementing agencies, and KMA, hereinafter referred to as the Korean implementing agency.

3. Specific activities discussed and agreed to by the Parties, including the tasks, obligations and conditions with respect to the conduct of such activities, shall be embodied in Project Implementation Plans (PIP) or other written arrangements. Such PIPs or other written arrangements shall be agreed to on a yearly basis by an exchange of letters between the head of the relevant U.S. implementing agency and the head of the Korean implementing agency.

4. To coordinate the activities under this Protocol, a working group of the Parties shall be established to consider and act on matters related to the

implementation of this Protocol. Each Party will designate members of the working group, one of whom from each Party will act as co-chairperson. The co-chairpersons designated by each Party may, by mutual agreement, decide upon the adoption, coordination and implementation of cooperative activities and on other related matters. The working groups shall meet on a regular basis as determined by the Parties. When necessary, the co-chairpersons, by mutual agreement, may call meetings of the working group on an irregular basis to consider matters related to the implementation of this Protocol.

5. Periodic reports, as required, should be submitted to the heads of the two Parties or their designees. Such reports should outline future activity areas, represent proceedings of working groups, seminars or meetings, and document the progress and results of a particular project or program.

6. The Parties are responsible for coordinating and engaging with other entities in their own countries, as appropriate and necessary for the completion of the designated tasks pursuant to this Protocol.

7. The Parties shall conduct activities based on shared responsibilities and results obtained in the course of equal cooperation, commensurate with the Parties' strengths and mutual interests in the fields of meteorology, hydrology and oceanography. These responsibilities may include, but are not limited to: management and coordination of activities undertaken under the auspices of this Protocol; and designation of appropriate officials to manage and coordinate joint activities.

ARTICLE VI
FUNDING AND LEGAL CONSIDERATIONS

1. All activities under this Protocol, including the exchange of technical information and equipment, the exchange of specialists, and the training of scientists and technical experts, shall be subject to national laws, regulations, international obligations and procedures of the Parties as well as the availability of funds, personnel and other resources of each Party. This Protocol is not intended to amend or otherwise modify existing science and technology agreements and other arrangements.

2. Responsibility for the payment of costs of cooperative activities shall be decided by mutual agreement on a case-by-case basis. However it is generally expected that for mutual bilateral exchanges, the dispatching Party shall cover round trip travel expenses while the receiving Party shall bear the expenses of lodging, board and transportation within its territory. It is expected that reimbursable financial arrangements for specific projects will be outlined in PIPs or other written agreements agreed to under this Protocol.

3. In the case of any inconsistency in the terms of this Protocol and the terms of the Science and Technology Agreement, the terms of the Science and Technology Agreement shall control.

ARTICLE VII
ENTRY OF PERSONNEL AND EQUIPMENT

1. In connection with the implementation of agreed bilateral activities and specific projects, each Party will, consistent with the laws, regulations and practice of its country, make every effort to assist the other Party with administrative and legal requirements, including the procurement of visas and making arrangements for lodging, board and transportation. These responsibilities include, but are not limited to:

A. Provision of all necessary arrangements to facilitate entry to and exit from its country's territory of personnel and equipment of the other country, engaged in or used in projects under this Protocol;

B. Provision of access, to the extent permitted by national laws and regulations, to government-sponsored or government-supported programs and institutions for visiting researchers, and, on these same conditions, access to and exchange of information and related scientific developments in the fields of meteorology, hydrology and oceanography.

ARTICLE VIII
SCIENTIFIC AND TECHNOLOGICAL INFORMATION

1. The Parties engaged in cooperative activities under this Protocol shall ensure the widest possible dissemination of research results and related information, subject to applicable international obligations, national laws, and regulations.

2. Scientific and technological information derived from cooperative activities under this Protocol may be made available, unless otherwise agreed by the Parties, to the world scientific community through customary channels and in accordance with the laws, regulations, and procedures of the Parties.

3. Scientific and technical information provided by one Party to the other Party under Article 3 of this Protocol shall be accurate to the best of the knowledge and belief of the providing Party, but the providing Party does not warrant the suitability of the scientific and technical information provided for any particular use or application by the receiving Party.

ARTICLE IX
TREATMENT OF INTELLECTUAL PROPERTY

The allocation of rights to and protection of intellectual property created or furnished in the course of activities under this Protocol, as well as the treatment of business-confidential information obtained and/or exchanged pursuant to this Protocol, shall be governed by the provisions of Annex I (Intellectual Property) of the Science and Technology Agreement. Reciprocal security obligations related to sensitive information or equipment and unclassified export-controlled information or equipment transferred under the Protocol shall be governed by Annex II (Security Obligations) of the Science and Technology Agreement.

ARTICLE X
ENTRY INTO FORCE, TERMINATION AND DISPUTE SETTLEMENT

1. This Protocol shall enter into force upon signature of both Parties and shall remain in force for five years.

2. This Protocol may be terminated at any time by either Party by providing six months' written notice to the other Party.

3. The expiration or termination of this Protocol shall not affect the validity or duration of specific activities being undertaken hereunder, or any specific rights and obligations that have accrued pursuant to Annex I of the Science and Technology Agreement.

4. This Protocol may be amended or extended by mutual written agreement of the Parties.

5. All questions or disputes related to interpretation or implementation of this Protocol shall be settled by consultation and mutual agreement of the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Protocol.

Done at Washington DC this 22 day of November, 2005, in duplicate, in the English language.

FOR THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION OF THE DEPARTMENT OF COMMERCE OF THE UNITED STATES OF AMERICA

FOR THE KOREA METEOROLOGICAL ADMINISTRATION OF THE REPUBLIC OF KOREA