

**COOPERATION ARRANGEMENT
BETWEEN
THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY
OF THE UNITED STATES OF AMERICA
AND
THE KOREA RESEARCH INSTITUTE OF STANDARDS AND SCIENCE
OF THE REPUBLIC OF KOREA
CONCERNING TECHNICAL COOPERATION IN MEASUREMENT SCIENCES**

Article I. Scope and Objectives

- A. The purpose of this Cooperation Arrangement (hereinafter referred to as the "Arrangement") is to provide a mechanism for scientific and technical cooperation in measurement sciences between the National Institute of Standards and Technology (NIST) and the Korea Research Institute of Standards and Science (KRISS) (hereinafter referred to as the "Participants").
- B. This Arrangement is a statement of intent to facilitate the exchange of scientific and technical knowledge services and the augmentation of scientific and technical capabilities of the Participants with respect to the measurement sciences in physics, chemistry, materials, and engineering, among others.
- C. This Arrangement is not intended to be legally binding upon the Participants. NIST enters into this Agreement under the authorities provided by Title 15 United States Code Section 272(b)(10) and (c)(5).

Article II. Areas and Forms of Cooperation

- A. Cooperative activities under this Arrangement may consist of exchange of technical and administrative information, reference data and materials, calibrations, and standards; exchange visits; cooperative research in disciplines within the scope of programs of the Participants and other forms of cooperative activities as may be mutually determined.
- B. Areas of cooperation may include, but are not limited to, areas of mutual interest such as:
 - 1. Assignments of guest scientists to each other's laboratories for periods to be mutually determined by the Participants, as permitted under existing laboratory policies and programs;
 - 2. Cooperative research projects carried out partially in each institution;
 - 3. Comparisons of primary and national standards;
 - 4. Participation in seminars, workshops, and training courses in each other's laboratories;
 - 5. Exchange of publications;
 - 6. Joint research programs;
 - 7. Other activities as may be mutually determined.

- C. Specific projects are to be identified, whereby collaborative activities between the Participants would be mutually advantageous. Whenever more than the exchange of technical information or exchange visits of individuals are to be planned, such activity should be described in an Annex to this Arrangement which should set forth, as appropriate to the activity, a work plan, staffing requirements, cost estimates, funding source, and other conditions not included in this Arrangement. In case of any inconsistency between the terms of this Arrangement and the terms of an Annex, the terms of this Arrangement is to prevail.

Article III. Financial Issues

Cooperative activities under this Arrangement are subject to and dependent upon the availability of appropriated funds, personnel, and resources. Nothing in this Arrangement should be interpreted to constitute an obligation of funds. Each Participant should pay all its own expenses and costs related to activities pursued under this Arrangement, unless some other arrangement is to be mutually decided upon in advance in writing. Any financial arrangements should be negotiated on a case by case basis, as permitted by relevant law and regulation, and should be detailed in separate written arrangements.

Article IV. Intellectual Property

- A. **Background Inventions.** No rights to Background Inventions are to be conveyed by this Arrangement.
- B. **Publication.** The Participants are to be encouraged to make publicly available the results of their research.
- C. **Agreement Inventions.** Ownership, patenting and licensing rights to inventions created under this Arrangement, if any, should be determined in consultation between the Participants at the time the invention is made and in accordance with laws, regulations and treaties applicable to the owning Participant(s).

Article V. Planning and Review of Activities

- A. The Participants should name representatives who, at times mutually established, should plan and review activities under this Arrangement and use their best abilities to mitigate disputes, if any arise.
- B. The point of contact for implementation of these activities for NIST is to be the Office of International and Academic Affairs and for KRISS is to be the Global Partnership Team.

Article VI. Duration of Arrangement and Discontinuation

This Arrangement is to commence on the date of the last signature for a period of five (5) years, unless discontinued earlier by either Participant. A Participant should endeavor to provide advance notice of its intent to discontinue its participation in the Arrangement.

This Arrangement may be modified by mutual written consent of the Participants. The Participants may review and decide to continue their cooperation at regular intervals.


Article VII. Non-Binding

This Arrangement is a statement of intent and is not legally binding upon the Participants. This Arrangement is not binding under international law.


DONE in Seoul, Korea on the 15th day of June 2010 in duplicate in English with each of the copies being equally authentic.

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

**FOR THE
NATIONAL INSTITUTE OF
STANDARDS AND TECHNOLOGY
OF THE USA**


.....
Dr. Patrick D. Gallagher
Director

**FOR THE
KOREA RESEARCH INSTITUTE OF
STANDARDS AND SCIENCE
OF THE REPUBLIC OF KOREA**


.....
Dr. Myungsoo Kim
President