

STATEMENT OF INTENT TO COOPERATE  
BETWEEN  
THE SMART GRID AND CYBER-PHYSICAL SYSTEMS PROGRAM OFFICE OF  
THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY OF  
THE UNITED STATES OF AMERICA  
AND  
THE INTERNET CONVERGENCE POLICY BUREAU OF THE MINISTRY OF SCIENCE,  
ICT AND FUTURE PLANNING OF  
THE REPUBLIC OF KOREA  
CONCERNING  
COOPERATION IN SMART CITY AND INTERNET OF THINGS TECHNOLOGIES FOR  
THE GLOBAL CITY TEAMS CHALLENGE PROGRAM

Article I. Scope and Objectives

- A. The purpose of this Statement of Intent to Cooperate (hereinafter referred to as the “Agreement”) is to provide a mechanism for cooperation in research for Smart City and Internet of Things (IoT) technologies in the Global City Teams Challenge (GCTC) program between the Smart Grid and Cyber-Physical Systems Program Office within the National Institute of Standards and Technology (NIST) and the Internet Convergence Policy Bureau of the Ministry of Science, ICT and Future Planning (MSIP)(hereinafter referred to as the “Participants”)
- B. This Agreement details the Participant’s intent to facilitate the exchange of scientific and technical knowledge for the purposes of augmenting their scientific and technical capabilities with respect to Smart City and IoT technologies in the GCTC program.
- C. This Agreement details the intent of the Participants to work together as described and 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), (b)(11), (c)(5) and (c)(12).

Article II. Forms and Areas of Cooperation

- A. Cooperative activities under this Agreement may consist of exchange of technical and administrative information; participation in the Global City Teams Challenge and other forms of cooperative activities as may be mutually determined.
- B. Forms of cooperation may include, but are not limited to:
  - 1. Designation of smart city and IoT projects, including the smart healthcare project, to participate in the GCTC program. The cities and projects will be mutually determined by the Participants, as permitted under existing policies and programs of each institution;
  - 2. Participation in workshops, conferences, and Expos for GCTC; and
  - 3. Exchange of publications.
- C. Areas of cooperation may include, but are not limited to:

- a. Promoting the formation of teams of cities and technology providers to participate in GCTC to demonstrate replicable, scalable, sustainable smart city and IoT solutions in the GCTC Expo (by June 2016);
- b. Encouraging GCTC teams to develop Key Performance Indicators (KPIs) and measurable goals for the cities (by June 2016)
- c. Encouraging GCTC teams to deploy solutions and measure results in multiple cities by June 2017.
- d. Collaboration on development of a Smart City Framework to address standards and measurement challenges in deploying IoT and CPS in Smart Cities/Communities
- e. Other areas of cooperation as determined by the Participants

### Article III. Financial Issues

Cooperative activities under this Agreement are subject to and dependent upon the availability of appropriated funds, personnel, and resources. Nothing in this Agreement 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 Agreement, 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 of each country and institution, and should be detailed in separate written agreements.

### Article IV. Intellectual Property

- A. Background Inventions. No rights to Background Inventions are to be conveyed by this Agreement.
- 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 Agreement, 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. Duration of Agreement and Discontinuation

This Agreement is to commence on the date of the last signature for a period of three (3) years, unless discontinued earlier by either Participant. This Agreement may remain in effect after the expiration of its duration by prior written agreement between the Participants, the period for which shall be determined by negotiation between the Participants.

A Participant should endeavor to provide advance notice of its intent to discontinue its participation in the Agreement.

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

### Article VI. Non-Binding

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

Done 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.

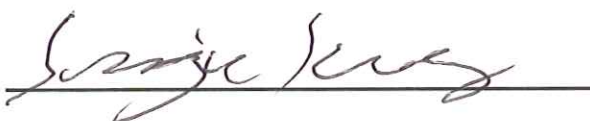
For the  
Smart Grid and Cyber-Physical Systems  
Program Office of the  
National Institute of Standards and Technology  
of the United States of America



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Date: October 5, 2015

For the  
Internet Convergence Policy Bureau of the  
Ministry of Science, ICT and Future Planning  
of the Republic of Korea



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Date: 10/05/2015