

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY  
OF THE DEPARTMENT OF COMMERCE  
OF THE UNITED STATES OF AMERICA  
AND  
THE KOREAN AGENCY FOR TECHNOLOGY AND STANDARDS  
OF THE MINISTRY OF COMMERCE, INDUSTRY AND ENERGY  
OF THE REPUBLIC OF KOREA  
FOR  
COOPERATION RELATING TO STANDARDIZATION,  
CONFORMITY  
ASSESSMENT AND LEGAL METROLOGY**

The National Institute of Standards and Technology (NIST) of the Department of Commerce of the United States of America, and the Korean Agency for Technology and Standards (KATS) of the Ministry of Commerce, Industry and Energy of the Republic of Korea, hereinafter, referred to as "the Parties";

Desiring to promote mutual interests through cooperation in the field of standardization, conformity assessment and legal metrology on the basis of equality and mutual benefit;

Recognizing that such cooperation shall promote economic cooperation and support the friendly relationship between the two countries; and

Pursuant to the relevant provisions of 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 on July 2, 1999 (hereinafter referred to as "the Agreement");

Have agreed as follows:

Article 1

The Parties will support cooperation in the fields of standardization, conformity assessment and

legal metrology on the basis of equality and mutual benefit, in accordance with the provisions of this Memorandum of Understanding (MOU), the Agreement and the respective laws and regulations of the two countries.

## Article 2

Cooperation may include the following:

- a) Joint or cooperative programs and projects of mutual benefit, including visits and exchange of scientists and other experts or technical personnel;
- b) Mutual cooperation in international and regional organizations relating to standardization, conformity assessment and legal metrology;
- c) Organization of and participation in conferences, symposia, courses, workshops, exhibitions and other joint meetings of mutual interest;
- d) Exchange of technical data and information relating to standardization, conformity assessment and legal metrology;
- e) Operation of joint training/education programs to raise competency in standardization, conformity assessment and legal metrology; and
- f) Other forms of co-operation as agreed by the Parties, including meetings between the two Parties on a regular basis.

## Article 3

1. Cooperative activities under this MOU shall be subject to the availability of funds and personnel. The terms of financing shall be agreed upon in writing by the Parties before the commencement of activities.

2. Whenever more than the exchange of technical information or exchange visits of individuals or promotion activities is planned to take place, such activity shall be described in a Project Annex to this MOU which shall set forth as appropriate to the activity, a work plan, staffing

requirements, cost estimates, funding source, and other undertakings, obligations, or conditions not included in this MOU.

#### Article 4

The Parties should consult with each other before any information derived from cooperation activities under this MOU is disclosed for commercial or industrial purposes.

#### Article 5

1. Any issues arising from the interpretation or implementation of this MOU will be settled through consultations between the Parties or such other means as they may mutually decide. The Parties do not anticipate the creation of or exchange of intellectual property during the course of this MOU.

2. Notwithstanding paragraph I of this Article, issues for the protection and distribution of intellectual property created or furnished in the course of cooperative activities under this MOU shall be settled in accordance with the provisions of Annex I of the Agreement and the security obligations shall be settled in accordance with the provisions of Annex 11 of the Agreement.

#### Article 6

1. This MOU shall enter into force upon signature by both Parties and remains in force for a period of five (5) years, unless terminated earlier by either Party upon ninety (90) days, written notice to the other Party.

2. The termination of this MOU shall not affect the validity or duration of projects under this MOU that are initiated prior to such termination.

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

Done at Washington, DC, in duplicate on the 9th of May 2000, in the English language.

FOR THE NATIONAL INSTITUTE OF  
STANDARDS AND TECHNOLOGY OF  
THE DEPARTMENT OF COMMERCE  
OF THE UNITED STATES OF AMERICA:

FOR THE KOREAN AGENCY FOR  
TECHNOLOGY AND STANDARDS OF  
THE MINISTRY OF COMMERCE,  
INDUSTRY AND ENERGY  
OF THE REPUBLIC OF KOREA:

---

William Daley  
Secretary of Commerce

---

Young Ho Kim  
Minister, Ministry of Commerce, Industry  
and Energy