

IMPLEMENTING ARRANGEMENT
CONCERNING COOPERATION IN SCIENCE AND TECHNOLOGY
BETWEEN
THE MINISTRY OF CONSTRUCTION AND TRANSPORTATION
OF THE REPUBLIC OF KOREA
AND
THE DEPARTMENT OF TRANSPORTATION
OF THE UNITED STATES OF AMERICA
CONCERNING COOPERATION IN THE FIELD OF TRANSPORTATION

The Ministry of Construction and Transportation of the Republic of Korea and the Department of Transportation of the United States of America (hereinafter referred to as "the Parties") :

In accordance with the Agreement Relating to Scientific and Technical Cooperation between the Government of the Republic of Korea and the Government of the United States of America signed January 8, 1982 (hereinafter referred to as the "Agreement") :

Recognizing that new developments in the field of transportation technology can make important contributions toward promoting, encouraging, and advancing safe, economical, efficient, and environmentally sound transportation systems; and

Desiring to promote scientific and technological cooperation and collaboration in the field of transportation:

Have agreed as follows:

Article I

The purposes of this Arrangement are to strengthen transportation-related scientific and technological capabilities of the Parties, to provide a framework for the exchange of transportation-related technology, and to encourage the application of new technology.

Article II

1. The Parties shall undertake cooperation and collaboration in the field of transportation science and technology on the basis of equality, reciprocity, and mutual benefit.

2. The cooperation may include science and technology in the following areas for all modes of transportation:

- a. Planning, System Operations, and Policies ;
- b. Safety ;
- c. Access for the Elderly and the Handicapped ;
- d. Energy Efficiency and Impact on the Environment and
- e. Information Data Exchange Technology.

In addition to the areas of cooperation, the Parties may cooperate in other areas as mutually agreed pursuant to paragraph 3 below.

3. Specific projects for cooperative activity shall be developed by the principal coordinators or technical representatives designated by the Parties pursuant to Article V of this Arrangement. Specific projects agreed to by the principal coordinators or technical representatives of the Parties shall be set forth as Annexes to this Arrangement and shall include the terms and conditions governing specific activities.

Article II

1. Cooperation may be pursued through one of several methods including, but not limited to, the following:

- a. Exchange of technical information, such as databases, publications, drawings, and photographs;
- b. Exchange of experts;
- c. Joint organization of symposia, seminars, and other meetings; and
- d. Joint research in scientific and technology subjects of mutual interest.

2. The Parties shall encourage and facilitate, as appropriate, the participation of other relevant government agencies, researchers, and organizations from all sectors of the research establishment, including universities, national laboratories, research centers, private sector firms, and other entities, in the cooperative activities under this Arrangement.

Article III

The specific details of any activity carried out under this Arrangement shall be subject to the availability of funds and personnel and agreed upon by the Parties in writing. All cooperation activities are subject to the laws and regulations of the two countries.

Article IV

1. Each Party shall designate a principal coordinator for overall coordination of activities provided for under this Arrangement. The principal coordinators shall, by correspondence, consult with each other regarding cooperative activities and other related matters. When necessary, periodic meetings will be called to review ongoing projects and new initiatives under this Arrangement.

2. The principal coordinators may designate technical representatives to meet at mutually agreed intervals to review the progress of ongoing activities and to plan for future activities.

Article VI

Intellectual property created or furnished in the course of cooperative activities under this Arrangement, including the protection and distribution of intellectual property and information or equipment identified as requiring protection for national security reasons by either Party, shall be subject to the provisions of Annexes I and II of the Agreement.

Article VII

Scientific and technological information transmitted by one Party to the other Party under Article III shall be accurate to the best of the knowledge and belief of the transmitting Party but the transmitting Party does not warrant the suitability of the scientific and technological information transmitted for any particular use or application by the receiving Party or by any third party.

Article VIII

1. Any differences concerning the interpretation or implementation of this Arrangement shall be resolved through consultations between the Parties.

2. This Arrangement does not modify, amend, or affect in any way other bilateral arrangements between the Government of the Republic of Korea and the Government of the United States of America or their respective agencies.

Article II

1. This Arrangement shall enter into force upon signature by both Parties and shall continue in force so long as the Agreement remains in force. However, this Arrangement may be terminated at any time by either Party upon six months written notice to the other Party.

2. Termination shall not affect the implementation of any cooperative activity initiated pursuant to this Arrangement that is not fully implemented at the time of termination unless the Parties agree in writing that all cooperative activities will be terminated.

3. This Arrangement may be amended by written agreement of the Parties.

DONE at Washington, DC this 12th day of June, 1995, in duplicate, in the English and Korean languages, both texts being equally authentic.

FOR THE DEPARTMENT OF
TRANSPORTATION OF THE
UNITED STATES OF AMERICA:

FOR THE MINISTRY OF CONSTRUCTION
AND TRANSPORTATION OF THE
REPUBLIC OF KOREA: