

SCIENTIFIC COOPERATION

Earth and Marine Sciences

**Memorandum of Understanding between
the UNITED STATES OF AMERICA
and the REPUBLIC OF KOREA**

Signed at Ansan and Reston
November 4, 2005 and January 5, 2006



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“ . . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

REPUBLIC OF KOREA

Scientific Cooperation: Earth and Marine Sciences

*Memorandum of understanding signed at
Ansan and Reston November 4, 2005
and January 5, 2006;
Entered into force January 5, 2006.*

MEMORANDUM OF UNDERSTANDING
BETWEEN
KOREA OCEAN RESEARCH AND DEVELOPMENT INSTITUTE
OF THE
MINISTRY OF SCIENCE AND TECHNOLOGY
OF THE
REPUBLIC OF KOREA
AND THE
THE U.S. GEOLOGICAL SURVEY
OF THE
DEPARTMENT OF THE INTERIOR
OF THE UNITED STATES OF AMERICA
CONCERNING
SCIENTIFIC AND TECHNICAL COOPERATION
IN THE EARTH AND MARINE SCIENCES

ARTICLE I. SCOPE AND OBJECTIVES

1. The Korea Ocean Research and Development Institute of the Ministry of Science and Technology of the Republic of Korea (hereinafter "KORDI") and the U.S. Geological Survey of the Department of the Interior of the United States of America (hereinafter "USGS") hereby agree to pursue scientific and technical cooperation in the earth and marine sciences in accordance with this Memorandum of Understanding (hereinafter "Memorandum").

2. The purpose of this Memorandum is to provide a framework for the exchange of scientific and technical knowledge and the augmentation of scientific and technical capabilities of the KORDI and the USGS (hereinafter "Party" or "Parties") with respect to the earth and marine sciences.

3. This Memorandum is subject to 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 July 2, 1999 (hereinafter "Agreement"), which entered into force effective April 29, 1999.

4. The Parties shall encourage and facilitate, where appropriate, the development of direct contacts and cooperation among government agencies, universities, research centers, institutions, private sector companies and other entities of the Parties.

5. Each Party may, with the consent of the other Party and to the extent permitted by the laws and policies of each Party's Government, invite other government entities or agencies of Korea and the United States, and other entities, including scientists, technical experts, governmental agencies and institutions of third countries or international organizations, to participate in activities undertaken pursuant to this Memorandum, subject to such terms and conditions as the Parties may specify.

ARTICLE II. COOPERATIVE ACTIVITIES

1. Forms of cooperation under the Memorandum may consist, without limitation, of exchanges of technical information, visits, training, and cooperative research consistent with ongoing programs of the Parties. Specific areas of cooperation may include, but are not limited to, such areas of mutual interest as:

- A. Earth and marine science investigations, including hazards, resources and the environment;
- B. Biology, biological investigations and technical developments;
- C. Geospatial data applications;
- D. Water resources and other hydrologic investigations; and
- E. Information systems.

2. Activities under this Memorandum shall be undertaken in accordance with the laws, regulations, and procedures of each country.

ARTICLE III. AVAILABILITY OF RESOURCES

Cooperative activities under this Memorandum shall be subject to the availability of personnel, resources, and funds. This Memorandum shall not be construed to obligate any particular expenditure or commitment of resources or personnel. The Parties shall agree in accordance with Article VIII below upon specific Project Annexes in writing before the commencement of each activity hereunder.

ARTICLE IV. FEE AND TAX EXEMPTION

1. In accordance with its laws and regulations, each Party shall work toward obtaining on behalf of the other Party relief from taxes, fees, customs duties, and other charges (excluding fees for specific services rendered) levied with respect to:

- A. All transfer, ownership, construction, renovation or maintenance of facilities or property by or on behalf of the other Party to implement this Memorandum.
- B. The import, purchase, ownership, use or disposition (including export) of goods and services by or on behalf of the other Party in support of activities under this Memorandum; and

C. Personal property of personnel of the other Party or entities of that Party implementing provisions of this Memorandum.

2. In the event that any such taxes, fees, customs duties, or other charges are nonetheless levied on such activities, facilities, property, equipment and related goods or services, such taxes, fees and customs duties shall be borne by the levying Party.

ARTICLE V. INTELLECTUAL PROPERTY AND SECURITY OBLIGATIONS

Provisions for the protection and distribution of intellectual property created or furnished in the course of cooperative activities under this Memorandum, and provisions for the protection of classified information and unclassified export-controlled information and equipment, shall be governed by the provisions of the Agreement and any successor agreements thereto.

ARTICLE VI. DISCLAIMER

Information transmitted by one Party to the other Party under this Memorandum shall be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the receiving Party or by any third Party.

ARTICLE VII. PLANNING AND REVIEW OF ACTIVITIES

Each Party shall designate a principal representative who, at such times as are mutually agreed upon by the Parties, shall meet to review the activities under this Memorandum and develop proposals for future activities, as appropriate.

ARTICLE VIII. PROJECT ANNEXES

Any activity carried out under this Memorandum shall be agreed upon in advance by the Parties in writing. Whenever more than the exchange of technical information or visits of individuals is contemplated, such activity shall be described in an agreed Project Annex to this Memorandum, which shall set forth in terms appropriate to the activity, a work plan, staffing requirements, cost estimates, funding sources, and other undertakings, obligations, or conditions not included in this Memorandum. In case of any inconsistency between the terms of this Memorandum and the terms of a Project Annex, the terms of this Memorandum shall control.

ARTICLE IX. ENTRY INTO FORCE AND TERMINATION

This Memorandum shall enter into force upon signature by both Parties and remain in force until the termination of the Agreement. This Memorandum can only be amended by mutual

written agreement after appropriate approvals, and may be terminated at any time by either Party upon ninety (90) days prior written notice to the other Party. Unless otherwise agreed, the termination of the Memorandum shall not affect the validity or duration of projects under this Memorandum that have been initiated prior to such termination.

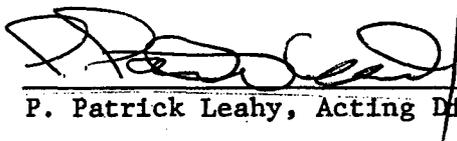
DONE at Ansan and Reston, in duplicate, in the English language.

FOR THE KOREA OCEAN RESEARCH
AND DEVELOPMENT INSTITUTE OF
THE MINISTRY OF SCIENCE AND
TECHNOLOGY OF THE REPUBLIC
OF KOREA

FOR THE U.S. GEOLOGICAL SURVEY
OF THE DEPARTMENT OF THE
INTERIOR OF THE UNITED STATES
OF AMERICA:



Ki Dai Yum, President



P. Patrick Leahy, Acting Director

Nov. 4, 2005

Date

JUN 5, 2006

Date