

**AGREEMENT****on the Scientific and Technological Cooperation between the European Community and the Government of the Republic of Korea**

THE EUROPEAN COMMUNITY,

(hereinafter referred to as the Community), and

THE GOVERNMENT OF THE REPUBLIC OF KOREA,

(hereinafter referred to as Korea),

(hereinafter jointly referred to as the Parties);

CONSIDERING that the Community and Korea are pursuing research, technological development and demonstration activities in a number of areas of common interest, and being aware of the rapid expansion of scientific knowledge and its positive contribution in promoting bilateral and international cooperation;

WISHING to broaden the scope of scientific and technological cooperation in a number of areas of common interest through the creation of a productive partnership for peaceful purposes and mutual benefits;

NOTING that such cooperation and the application of the results of such cooperation will contribute to the economic and social development of the Parties; and

DESIRING to establish a formal framework to implement the overall cooperative activities that will strengthen cooperation in science and technology between the Parties,

HAVE AGREED AS FOLLOWS:

*Article 1***Purpose and principles**

1. The Parties shall encourage, develop and facilitate cooperative activities under this Agreement in the areas of science and technology for peaceful purposes, in accordance with this agreement and the laws and regulations of both Parties.
2. The cooperative activities under this Agreement shall be carried out on the basis of the following principles:
  - (a) Mutual and equitable contributions and benefits;
  - (b) Mutual access of the research and technological development programmes, projects and facilities of each Party by visiting researchers of the other Party;
  - (c) Timely exchange of information which may concern cooperative activities;
  - (d) Promotion of a knowledge-based society for the benefit of an economic and social development of the Parties; and
  - (e) Protection of intellectual property rights in accordance with Annex II of this Agreement.

*Article 2***Definitions**

For the purpose of this Agreement:

1. 'direct cooperative activities' mean cooperative activities between the Parties;
2. 'indirect cooperative activities' mean activities between legal entities established in Korea and the Community through the participation of Korean legal entities in the Community Framework Programme under Article 166 of the Treaty establishing the European Community (hereinafter referred to as the Framework Programme) and the reciprocal participation of the legal entities established in the Community in Korean research programmes or projects in science and technology fields similar to those covered by the Framework Programme;
3. 'cooperative activities' include both direct and indirect cooperative activities;
4. 'legal entity' means any natural person or any legal person created under the national law of its place of establishment or under Community law, having legal personality and being entitled to the rights and subjected to the obligations of any kind in its own name.

*Article 3***Cooperative activities**

1. The direct cooperative activities under this Agreement may include:
  - (a) Meetings of various forms, including those of experts, to discuss and exchange information on scientific and technological topics of a general or specific nature and to identify research and development projects and programmes that may be undertaken on a cooperative basis;
  - (b) Exchange of information on activities, policies, practices, laws and regulations concerning research and development;
  - (c) Visits and exchanges of scientists, technical personnel and other experts on general or specific subjects;
  - (d) Implementation of cooperative projects and programmes which may be decided upon by the Joint Committee, referred to in Article 6 in accordance with the respective laws and regulations of the Parties; and
  - (e) Other forms of activities in the areas of science and technology, which may be decided upon by the Joint Committee, referred to in Article 6 in accordance with the respective laws and regulations of the Parties.
2. For the purpose of developing indirect cooperative activities, and subject to the Annexes to this agreement, any legal entity established in Korea or the Community may participate in research programmes or projects operated by the other Party and opened to its legal entities, in accordance with the respective laws and regulations of the Parties.

*Article 4***Implementation procedures**

1. Implementation of arrangements, which set forth the details and procedures of cooperative activities under this Agreement, may be concluded between the Parties.
2. Each Party may delegate the implementation of scientific and technological cooperative activities of the Parties to specific institutions for direct implementation or support of scientific and technological cooperative activities between the Parties.
3. Scientific and technological cooperative activities not based on specific agreements that have been encouraged, developed and facilitated by the Parties and have been commenced and not completed by the date of entry into force of this Agreement, shall be incorporated under this Agreement as of that date.

*Article 5***Enhancement of cooperation**

1. Each Party shall make every effort to accord with the legal entities carrying out cooperative activities under this Agreement, all potential facilities with a view of facilitating the works and visits of researchers participating in these cooperative activities along with the entry and exit from its territory of materials, data and equipments intended for use in these cooperative activities.
2. With regard to the cooperative activities under this Agreement, the Parties may allow, if appropriate and for peaceful purposes, the participation of researchers and organisations from all sectors of the research establishment including the private sector.

*Article 6***Joint Committee**

1. The coordination and facilitation of cooperative activities under this Agreement shall be carried out, on behalf of Korea, by the Ministries of Korea responsible for Science and Technology and, on behalf of the Community, by the services of the Commission of the European Communities (Directorate General for Science, Research and Development), who shall be acting as executive agents.
2. For the purpose of ensuring the effective implementation of this Agreement, the executive agents shall establish a Joint Committee on Scientific and Technological Cooperation (hereinafter referred to as the Joint Committee). The Joint Committee shall consist of official representatives of each Party and shall be co-chaired by the representatives of both Parties. The Joint Committee shall establish its own rules of procedure by mutual consent.
3. The functions of the Joint Committee shall be:
  1. Exchanging views and information on scientific and technological policy issues;
  2. Reviewing and discussing the cooperative activities and accomplishments under this Agreement;
  3. Making recommendations to the Parties with regard to the implementation of this Agreement, which may include the identification and proposal of the cooperative activities hereunder and the encouragement of their implementation;
  4. Providing a report to the Parties on the status, the achievements and the effectiveness of the cooperative activities under this Agreement. This report shall be transmitted to the EU-Korea Joint Committee under the Framework Agreement for Trade and Cooperation.
4. Decisions of the Joint Committee shall be reached by mutual consent.

5. The expenses of participant for the meetings of the Joint Committee, such as travel costs and accommodation shall be borne by the Parties to whom they relate. Any other costs associated with these meetings shall be borne by the host Party.

6. The Joint Committee shall meet alternately in Korea and the Community with the time of the meetings arranged upon mutual agreement, preferably annually.

#### Article 7

##### **Funding**

1. Implementation of this Agreement shall be subject to the availability of appropriated funds and the applicable laws and regulations of each Party.

2. The costs of the cooperative activities under this Agreement shall be borne as decided upon by mutual consent.

3. When specific cooperative schemes of one Party provide financial support to the participants from the other Party, any grants and financial or other contributions from one Party to the participants of the other Party in support of those activities shall be granted tax and customs exemption in accordance with the relevant laws and regulations in force in the territories of each Party at the time such grants and financial or other contributions are made.

#### Article 8

##### **Information and intellectual property rights**

1. Scientific and technological information of a non-proprietary nature arising from direct cooperative activities may be made available to the public by either Party through customary channels and in accordance with its general procedures.

2. Intellectual property rights and other proprietary rights created or introduced in the course of the cooperative activities under this Agreement shall be treated in accordance with the provisions of Annex II of this Agreement.

#### Article 9

##### **Territorial application**

This Agreement shall apply, on the one hand, to the territories in which the Treaty establishing the European Community is applied and under the conditions laid down in that Treaty and, on the other hand, to the Territory of Korea. This shall not prevent the conduct of cooperative activities in the high seas, outer space or the territory of third countries, in accordance with international law.

#### Article 10

##### **Dispute settlement**

1. The provisions of this Agreement shall not prejudice the rights and obligations of existing and/or future agreements on cooperation between the Parties or between the Governments of

any Member State of the Community and the Government of Korea.

2. All questions or disputes related to the interpretation or implementation of this Agreement shall be settled by consultation between the Parties.

#### Article 11

##### **Annexes**

Annexes I (on terms and conditions for participation) and II (on intellectual property rights) constitute an integral part of this Agreement.

#### Article 12

##### **Entry into force and termination**

1. This Agreement shall enter into force on the date on which the Parties exchange diplomatic notes informing each other of the completion of their respective internal procedures necessary for the entry into force of this Agreement.

2. This Agreement shall remain in force for five years and shall continue to be in force thereafter unless terminated by either Party.

3. At the end of the initial five-year period or at any time later, this Agreement may be terminated through written notice, at least six months in advance to the other Party.

4. Each Party may evaluate the impact and activities of this Agreement every five years. Each Party shall make every effort to facilitate the evaluation conducted by the other Party and the Party which conducts the evaluation shall inform the other Party of the evaluation results.

5. This Agreement may be amended with the mutual consent of the Parties through the exchange of diplomatic notes. Amendments shall enter into force following the same procedure as mentioned in paragraph 1, except as otherwise agreed by the Parties.

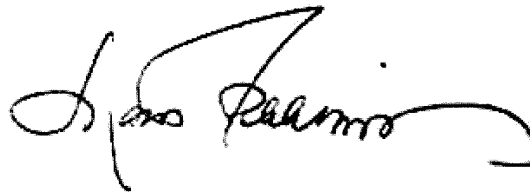
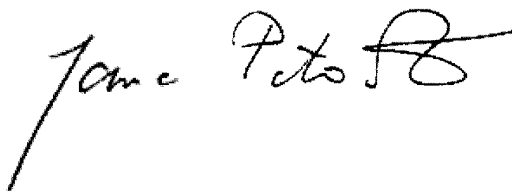
6. The termination of this Agreement shall be without prejudice to the cooperative activities undertaken under this Agreement and not fully executed at the time of the termination of this Agreement or to any specific rights and obligations that have accrued in compliance with the Annexes to this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto by the European Community and the Government of the Republic of Korea respectively, have signed this Agreement.

DONE in duplicate at Brussels on the twenty-second day of November in the year two thousand and six, in the Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Slovak, Slovenian, Spanish, Swedish and Korean languages, each text being equally authentic.

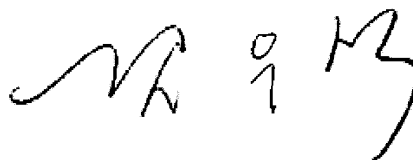
Por la Comunidad Europea  
 Za Evropské společenství  
 For Det Europæiske Fællesskab  
 Für die Europäische Gemeinschaft  
 Euroopa Ühenduse nimel  
 Για την Ευρωπαϊκή Κοινότητα  
 For the European Community  
 Pour la Communauté européenne  
 Per la Comunità europea  
 Eiropas Kopienas vārdā  
 Europos bendrijos vardu  
 az Európai Közösség részéről  
 Għall-Komunità Ewropea  
 Voor de Europese Gemeenschap  
 W imieniu Wspólnoty Europejskiej  
 Pela Comunidade Europeia  
 Za Európske spoločenstvo  
 Za Evropsko skupnost  
 Euroopan yhteisön puolesta  
 På Europeiska gemenskapens vägnar

**구주공동체를 위하여**

Por el Gobierno de la República de Corea  
 Za vládu Korejské republiky  
 For Republikken Koreas regering  
 Für die Regierung der Republik Korea  
 Korea Vabariigi Valitsuse nimel  
 Για την Κυβέρνηση της Δημοκρατίας της Κορέας  
 For the Government of the Republic of Korea  
 Pour le gouvernement de la République de Corée  
 Per il governo della Repubblica di Corea  
 Korejas Republikas vārdā  
 Korėjos Respublikos Vyriausybės vardu  
 A Koreai Köztársaság kormánya részéről  
 Għall-Gvern tar-Repubblika tal-Korea  
 Voor de Regering van de Republiek Korea  
 W imieniu Rządu Republiki Korei  
 Pelo Governo da República da Coreia  
 Za vládu Kórejskej republiky  
 Za Vlado Republike Koreje  
 Korean tasavallan hallituksen puolesta  
 På Republiken Koreas regerings vägnar

**대한민국 정부를 위하여**



## ANNEX I

**Terms and conditions for the participation of legal entities established in the European Community and Korea**

Within the framework of this Agreement, in case one Party concludes a contract with a legal entity of the other Party for an indirect cooperative activity, the other Party, upon request, shall endeavour to provide any reasonable and feasible assistance as may be necessary or helpful to the former Party for smooth implementation of such contract.

**1. TERMS AND CONDITIONS FOR THE PARTICIPATION OF LEGAL ENTITIES ESTABLISHED IN KOREA IN INDIRECT COOPERATIVE ACTIVITIES UNDER THE RESEARCH FRAMEWORK PROGRAMME OF THE COMMUNITY (HEARINAFTER REFERRED TO AS 'THE FRAMEWORK PROGRAMME')**

- (a) Legal entities established in Korea may participate in indirect cooperative activities under the Framework Programme of the European Community for research, technological development and demonstration activities subject to the conditions and limitations laid down in the Regulation of the European Parliament and the Council concerning the rules for participation of undertakings, research centres and universities and for the dissemination of research results for the implementation of the framework programme of the European Community.
- (b) Without prejudice to paragraph (a), the participation of legal entities established in Korea for indirect cooperative activities under the Framework Programmes shall be in accordance with the Rules.

**2. TERMS AND CONDITIONS FOR THE PARTICIPATION OF LEGAL ENTITIES ESTABLISHED IN THE EUROPEAN COMMUNITY IN KOREA'S RESEARCH PROGRAMMES AND PROJECTS**

- (a) Legal entities established in the Community may participate in the research and development projects or programmes funded by the Korean Government.
  - (b) Legal entities established in the Community shall participate in Korea's research and development projects or programmes in accordance with the relevant laws and regulations of Korea and the relevant rules of participation in such projects or programmes.
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## ANNEX II

**Principles concerning the allocation of intellectual property rights****1. DEFINITION**

For the purpose of this Agreement, 'intellectual property' shall have the meaning given in Article 2 of the Convention establishing the World Intellectual Property Organisation, done at Stockholm on 14 July 1967.

**2. INTELLECTUAL PROPERTY RIGHTS OF THE PARTIES IN DIRECT COOPERATIVE ACTIVITIES**

(a) Except if otherwise specifically agreed by the Parties, the following rules shall apply to intellectual property rights, except copyrights and related rights, generated by the Parties in the course of direct cooperative activities carried out under Article 3.1 of this Agreement:

1. The Party generating intellectual property shall have full ownership. In case the intellectual property has been jointly generated and the respective share of the work by the two Parties cannot be ascertained, the Parties shall have joint ownership of the intellectual property;
2. The Party owning the intellectual property shall grant the other Party the access rights to carry out any direct cooperative activities. Such access rights shall be granted on a royalty-free basis.

(b) Except if otherwise specifically agreed by the Parties, the following rules shall apply to copyrights and related rights of the Parties:

1. When a Party publishes scientific and technical data, information or results by means of journals, articles, reports, books or in other forms, including video tapes and software, arising from and relating to cooperative activities under this Agreement, the Party shall make utmost efforts to obtain, for the other Party, non-exclusive, irrevocable, royalty-free licences in all countries where copyright protection is available, in order to translate, reproduce, adapt, transmit and publicly distribute such works;
2. All publicly distributed copies of a copyrighted work under the provisions of paragraph (b)(1) shall indicate the name(s) of the author(s) of the work unless the author(s) explicitly declines to be named. They shall also display a clearly visible acknowledgement of the cooperative support of the Parties.

(c) Except if otherwise specifically agreed by the Parties, the following rules shall apply to the undisclosed information of the Parties:

1. When communicating to the other Party on the information necessary to carry out direct cooperative activities, each Party shall identify the information which it wishes to remain undisclosed;
2. The Party receiving the information may, under its own responsibility, communicate undisclosed information to its agencies or persons employed through these agencies for the specific purposes of implementing this Agreement.
3. With the prior written consent of the Party providing the undisclosed information, the other Party may disseminate such undisclosed information more widely than otherwise permitted in paragraph (c)(2). The Parties shall cooperate with each other in developing procedures to request and obtain prior written consent for such wider dissemination, and each Party shall grant such approval to the extent permitted by its laws and regulations;
4. Information arising from seminars, meetings, assignments of staff and of the use of facilities arranged under this Agreement shall remain confidential when the recipient of such information is requested by its provider to protect its confidential or privileged character at the time such communication is made, according to paragraph (c)(1);
5. If one Party becomes aware that it will be, or may be reasonably expected to become, unable to meet the restrictions and conditions of dissemination of Article 2(c), it shall immediately inform the other Party. The Parties shall thereafter consult to define an appropriate course of action.

### 3. INTELLECTUAL PROPERTY RIGHTS OF LEGAL ENTITIES OF THE PARTIES IN INDIRECT COOPERATIVE ACTIVITIES

- (a) Each Party shall ensure that the intellectual property rights of legal entities of one Party, participating in the research and development programmes operated by the other Party, and the related rights and obligations arising from such participation, shall be consistent with the relevant laws and regulations and international conventions, including the Agreement on Trade-Related Aspects of Intellectual Property Rights, Annex 1C of the Marrakech Agreement Establishing the World Trade Organisation as well as the Paris Act of 24th July 1971 of the Berne Convention for the Protection of Literary and Artistic Works and the Stockholm Act of 14th July 1967 of the Paris Convention for the Protection of Industrial Property.
  
  - (b) Each Party shall ensure that, under its applicable laws and regulations, the legal entities of one Party, participating in the research and development programmes operated by the other Party, shall have the same rights and obligations with regard to intellectual property as possessed by the legal entities of the other Party, in the same indirect cooperative activity.
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