

Signed at Beijing September 30, 1992
Entered into force October 30, 1992

Agreement on Scientific and Technological Cooperation between the Government of the Republic of Korea and the Government of the People ' s Republic of China

The Government of the Republic of Korea and the Government of the People's Republic of China (hereinafter referred to as "the Parties"),

Considering the mutual interests in promoting scientific and technological cooperation,

Reaffirming that such cooperation shall contribute to further promotion of friendly relations between the two countries,

Recognizing the benefits to be derived from cooperation in the field of science and technology,

Have agreed as follows:

Article 1

The Parties shall encourage and promote, in accordance with their respective laws and regulations, cooperation between the two countries in the field of science and technology on the basis of equality and mutual benefits.

Article 2

The cooperation contemplated in this Agreement may include the following forms:

- (a) exchange of scientists, researchers, technical personnel, and experts;
- (b) exchange of research results and equipment, publications, and information of scientific and technological nature;
- (c) organization of joint seminars, symposia, and other meetings and training in scientific and technological fields;
- (d) implementation of joint research projects on subjects of mutual interests; and
- (e) any other forms of scientific and technological cooperation as may be mutually agreed upon.

Article 3

1. The Parties shall establish a Joint Committee of Science and Technology, composed of representatives designated by the Parties, to coordinate and facilitate cooperative activities under this Agreement.
2. The Committee shall meet alternately in the Republic of Korea and the People's Republic of China once a year, unless otherwise agreed upon through diplomatic channels.

3. The Committee shall have the following functions:
 - a) to review and evaluate the progress of the implementation of this Agreement;
 - b) to define new areas and programs of cooperation under this Agreement; and
 - c) to discuss other matters related to this Agreement.

Article 4

With a view to facilitating scientific and technological cooperation, the Parties shall encourage, where appropriate, the conclusion of implementing arrangements between the government agencies, research institutes, universities and enterprises specifying the terms and conditions of particular cooperative programs and projects, the procedures to be followed, financial agreements and other appropriate matters. Such implementing arrangements shall be concluded in accordance with the respective laws and regulations of the two countries.

Article 5

1. Scientific and technological information of non-proprietary nature derived from the cooperative activities under this Agreement shall be made available, unless otherwise agreed in writing, to the world scientific and technological community through customary channels and in accordance with current procedures of the cooperating organizations.
2. The treatment of intellectual property arising from the cooperative activities under this Agreement shall be provided for in the implementing arrangements.

Article 6

This Agreement shall not affect any obligation arising from other international treaties or arrangements concluded by either of the Parties.

Article 7

Each Party shall, in accordance with its relevant laws and regulations, accord the nationals of the other Party staying in its territory appropriate assistance necessary for the implementation of the cooperative activities under this Agreement.

Article 8

1. This Agreement shall enter into force on the date when the Parties notify each other through diplomatic channels that all the legal requirements for its entry into force have been fulfilled.
2. This Agreement shall remain in force for a period of five years and continue in force thereafter for successive periods of five years unless either Party notifies in writing six months in advance of its intention to terminate this Agreement.

3. This Agreement may be revised by mutual consent. Any revision or termination of this Agreement shall be effected without prejudice to any right or obligation accruing or incurred under this Agreement prior to the effective date of such revision or termination.

IN WITNESS WHEREOF, the undersigned, duly authorized by their respective Governments, have signed this Agreement.

Done in duplicate at Beijing on 30 September 1992, in the Korean, Chinese and English languages all texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

FOR THE GOVERNMENT OF
THE REPUBLIC OF KOREA

FOR THE GOVERNMENT OF THE
PEOPLE'S REPUBLIC OF CHINA