

MEMORANDUM OF UNDERSTANDING
BETWEEN
KOREA RESEARCH INSTITUTE OF SHIPS AND OCEAN ENGINEERING
AND
COLLEGE OF MARSHALL ISLANDS

The Parties to this Memorandum of Understanding (MOU) are **Korea Research Institute of Ships and Ocean Engineering** (address: 32 Yuseong-daero 1312 beon-gil, Daejeon, Republic of Korea) (hereinafter referred to as “KRISO”) and **College of Marshall Islands** (address: PO Box 1258, Majuro, Republic of the Marshall Islands) (hereinafter referred to as “CMI”), hereinafter referred to individually as “Party” and collectively as “Parties”.

This MOU is executed and entered into by KRISO and CMI to explore a cooperative partnership for research activities, transfer of technology, and exchange of personnel and training program at the area of mutual interest for facilitating the achievement of the Sustainable Development Goals (SDGs).

Chapter 1. General Guidelines

The Parties initiate the proposed collaborative activities contingent upon successful negotiation and execution of appropriate agreements at a later date.

The terms of such agreement shall provide that each activity between the Parties is subject to each Party’s compliance with the laws and regulations of each Party’s country. As such each Party’s performance of activities pursuant to such agreement must comply with such regulations and may require an export license prior to the initiation of such project.

Chapter 2. Areas and Activities of Cooperation

Primary areas for cooperation are, but not limited to:

- 1) Ocean renewable energy such as ocean thermal energy conversion (OTEC) and sea water air conditioning (SWAC)
- 2) Seawater desalination & extraction including their performance assessment on land or in the open sea
- 3) Aqua/agri-culture application of seawater energy and resources
- 4) Other innovative technologies such as hybrid cycle ocean thermal energy conversion (HC-OTEC) for achieving SDGs at maritime sectors, which are specified through mutual consultation as necessary

Primary activities of cooperation are, but not limited to:

- 1) Research collaboration, transfer of technology, exchange of related information and personnel in areas of mutual interest based on mutual agreement
- 2) Implementation of capacity building programs such as educations or training in areas of mutual interest
- 3) Establishment of infrastructure of OTEC and DOWA application at the Arrak Campus and adjacent communities of CMI. The details of the infrastructure will be specified through separate written agreement between the focal points of the Parties

Chapter 3. Research Collaboration

Research collaboration may be explored in areas of interest to both Parties by nominated, qualified personnel approved by each Party according to the established procedures at each institution.

Forms of research collaboration may include, but is not limited to 1) Research projects developments, 2) Scientific and/or technical meetings and publications on topics of mutual interests, 3) Exchange of personnel, information and data, 4) Joint postgraduate student supervision, and 5) Mutual utilization of the facilities and instruments of the Parties, where appropriate. In general, research collaboration will be prioritized based on mutual interest, and will be in line with each Party's national and local regulations, procedures and policies.

Specific arrangements will be agreed upon for each activity under separate written agreements where cooperation is considered to enhance the individual capabilities of each Party. The terms of separate written agreement will be described in Chapter 10.

Chapter 4. Transfer of Technology

Transfer of technology may be pursued through successful negotiation and execution of appropriate agreements at a later date, which shall outline the relevant terms and conditions and as each Party is permitted under the laws and regulations of each Party's country. As such each Party's performance of activities pursuant to such agreement must comply with such regulations and may require an export license prior to the initiation of such project.

Chapter 5. Exchange of Personnel

Exchange and development of own organization and research scientists may take place at any time upon mutual Specific Agreement that the exchange is appropriate and when qualified and willing employees of the Parties are identified and available.

Chapter 6. Training Programs

The Parties shall explore the possible implementation of training programs utilizing qualified expertise from the Parties in order to enhance current training programs including Sustainable Seawater Utilization Academy for RMI (SSUA4RMI). Detailed arrangements will be subject to an associated separate written agreement.

Chapter 7. Exchange of Information

Proprietary or confidential information may be exchanged once a mutually agreeable Non-disclosure agreement has been executed and export approval has been obtained, if applicable.

Chapter 8. Focal Point

The focal point for this MOU will be, for KRISO, Dr. Kim, Hyeon-Ju, (cell:+82-(0)10-4416-4277; e-mail: hyeonju@kriso.re.kr), for CMI, Dean Ms. Lord, Rigieta, (cell:+692-625-4803; e-mail: rlord@cmi.edu).

Chapter 9. Source of Funding

The Parties shall bear their own expenses for collaborative activities under this MOU including all administrative costs, overhead expenses, labor costs, insurance costs, travel expenses and similar costs, unless a separate written agreement between the Parties provides otherwise. In general, there shall be no exchange of funds under this MOU except bi/multi-lateral cooperation (ODA) grants.

Chapter 10. Separate Written Agreements

Specific activities derived from the collaborative activities under this MOU, including appropriate details concerning financial arrangements and the allocation and protection of property rights, including intellectual property rights, will be confirmed in a separate written agreement between the Parties.

The terms of such agreement shall provide that each activity between both Parties is subject to each Party's compliance with the laws and regulations of each Party's country. As such each Party's performance of activities pursuant to such agreement must comply with such regulations and may require an export license prior to the initiation of such project.

Chapter 11. Statute of the Memorandum of Understanding

This MOU is not intended to create obligations being under national or international law. The Parties do not intend, nor expect, to create intellectual property under this MOU. If it appears that collaborative activities under this MOU may result in the creation of intellectual property, the Parties shall enter into a separate written agreement by which the Parties will redesign the activities. In conclusion, this MOU: (1) is not a contract; (2) shall not be used to obligate or commit funds; and (3) will not be used as a basis for the transfer of funds.

Chapter 12. Effective Date, Amendment and Termination

This MOU shall be effective on the date of the Parties' signatures. It shall continue in effect for a period of four (4) years, and be automatically extended for successive four- year periods. The MOU may be terminated by either Party on at least 90 days written notice to the other Party.

Chapter 13. Miscellaneous Topics

Nothing in this MOU shall be deemed or implied to create a joint venture of any kind between the Parties. No Party shall have the right to contract on behalf of or bind the other Party or make any commitment, representation or warranty for or on behalf of the other Party.

This MOU does not restrict each Party from collaborating with any other third Parties in the areas specified in this MOU.

Amendments, which must be agreed mutually by the Parties, may be added to this MOU. These will be established in writing and will enter into effect upon their signature.

Nothing contained herein shall commit either Party to perform any specific obligation whatsoever, including but not limited to, research development efforts or provide specific training services, but merely indicates the Parties' intention to enter into separate written agreements concerning cooperation.

The Parties agree that the personnel designated with the purpose of carrying out specific activities and projects related to the present MOU, will maintain their employment relationship with the Party which employs them, without obtaining any rights or obligations from the other Party. The Parties will as such not be considered mutually responsible.

The Parties mutually agree that the present MOU has been negotiated in good faith, thus all disputes and interpretations derived from the same, related to operation, formalization and compliance will be resolved by mutual agreement between the Parties.

IN WITNESS WHEREOF, this MOU has been executed by the duly authorized representatives of the Parties on the last date appearing below.

July 31, 2024

**KOREA RESEARCH INSTITUTE OF SHIPS COLLEGE OF MARSHALL ISLANDS
AND OCEAN ENGINEERING**



**Dr. Keyyong Hong
President
Korea Research Institute of
Ships and Ocean Engineering**



**Dr. Elizabeth Switaj
Interim President
College of the Marshall Islands**

APPENDIX 1. The list of Acronyms

Acronyms	Full name
MOU	Memorandum of Understanding
KRISO	Korea Research Institute of Ships and Ocean Engineering
CMI	College of Marshall Islands
SDGs	Sustainable Development Goals
OTEC	Ocean Thermal Energy Conversion
HC-OTEC	Hybrid Cycle Ocean Thermal Energy Conversion
SWAC	Sea Water Air Conditioning
DOWA	Deep Ocean Water Application
SSUA	Sustainable Seawater Utilization Academy
PICs	Pacific Island Countries
ODA	Official Development Assistance