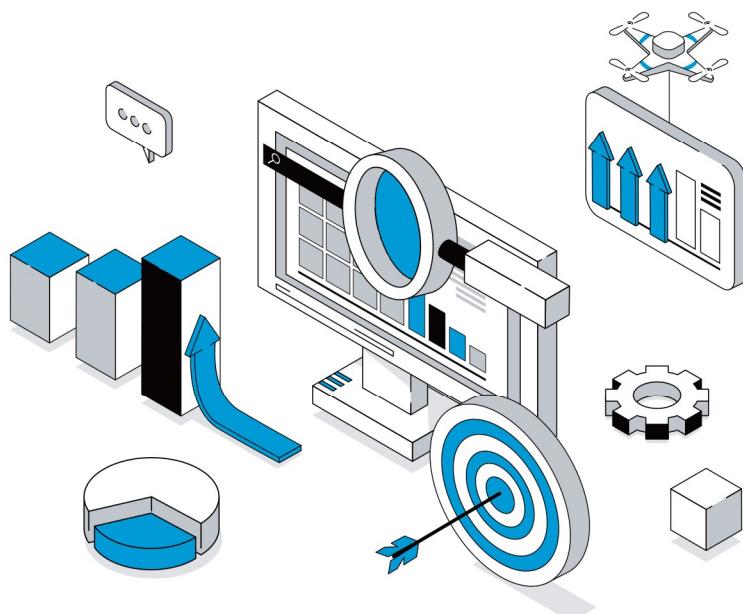


# 국가연구개발사업

## 국제공동연구 매뉴얼

2025. 12.

별권 관련 샘플(예시) 양식 등



과학기술정보통신부  
Ministry of Science and ICT



한국과학기술기획평가원  
Korea Institute of S&T Evaluation and Planning

## 일 려 두 기

※ 본 매뉴얼은 「국가연구개발혁신법」 및 관련 하위 규정에 근거하여 국내 연구개발기관이 국가 R&D를 해외기관(연구자)과 공동으로 수행할 경우 필요한 사항을 안내하기 위한 것으로, 동 매뉴얼에서 안내되지 않은 사항은 【국가연구개발혁신법 매뉴얼】을 참고하시기 바랍니다(주요한 행정처분, 감사 등은 국가 연구개발혁신법령을 기준으로 판단을 권고함)

※ 동 매뉴얼에 포함된 계약서 조항에 대한 해설, 샘플, 양식 등은 이해를 돋기 위한 예시문으로, 이에 대한 활용으로 인한 분쟁 및 문제에 대한 법률적 책임은 해당 기관에 있습니다.

※ 본 매뉴얼에 기재되어 있는 법령의 시행일 및 제·개정일(25년 12월 기준)

구분	시행일	제·개정일	법령 종류 및 공포번호
국가연구개발혁신법	2025. 02. 28	2024. 02. 28., 일부개정	법률 제20354호
국가연구개발혁신법 시행령	2025. 10. 01	2024. 10. 01., 타법개정	대통령령 제35801호
국가연구개발혁신법 시행규칙	2024. 02. 06	2024. 02. 06., 일부개정	과학기술정보통신부령 제121호
국가연구개발사업 연구개발비 사용기준	2025. 03. 06	2025. 03. 06., 일부개정	과학기술정보통신부고시 제2025-9호
국가연구개발사업 보안대책	2023. 11. 20	2023. 11. 20., 일부개정	과학기술정보통신부고시 제2023-39호

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1 Q 국제공동연구 영문계약서 매뉴얼(2025.10.)

Contract Manual for International Joint Research

# 국제공동연구 영문계약서 매뉴얼

2025. 10.



과학기술정보통신부  
Ministry of Science and ICT



한국과학기술기획평가원  
Korea Institute of S&T Evaluation and Planning

 국제공동연구 영문계약서 매뉴얼 사용 유의사항 (필독)

- 본 매뉴얼과 예시 계약서 양식은 계약 당사자 간 협의·수정에 필요한 시간과 노력을 줄이기 위해 마련된 것으로, 전반적으로 국내 연구개발기관에 유리하게 구성되어 있습니다. 다만, 상대방과의 협의에 따라 조정 가능한 부분도 포함되어 있음을 유의하시기 바랍니다.
- 본 매뉴얼은 완성된 계약서가 아니라 참고용 예시이며, 계약 협상 전략을 포함하고 있으므로, 국제 공동연구 과제의 해외 연구기관 또는 그 소속 연구자에게 제공하거나 공유하지 마십시오.
- 본 매뉴얼 내 예시 계약서는 법적 구속력이나 강제력이 없습니다. 이 매뉴얼 및 계약서 양식을 활용하거나 수정·변형하여 체결되는 개별 계약에 관한 법적 책임은 해당 계약 당사자에게 있습니다.
- 계약 당사자 간에 수행할 연구내용을 명시한 연구개발계획서는 계약 체결 시 계약서에 포함되어야 합니다. 본 매뉴얼은 연구개발계획서의 별도 작성(본문 내 별첨 A로 표시)을 전제합니다. 따라서, 계약 체결 시 연구개발계획서를 별지로 첨부하여야 합니다.
- 계약서를 작성하거나 검토할 때에는 조항별 체크리스트를 꼭 확인하여 조문 누락이나 해석상의 오류가 발생하지 않도록 주의하시기 바랍니다. 또한, 본 매뉴얼을 참고하여 계약서 작성 시 체크리스트와 TIP은 삭제하여 주시기 바랍니다.
- 본 매뉴얼은 일부 조항에 대해 선택 가능한 다양한 유형을 포함하고 있습니다. 계약서 작성 시 국내 연구개발기관에 가장 유리한 [유형1]부터 제시하여 협상을 시작하는 것을 권장합니다. [유형2], [유형3] 등은 상대적으로 불리할 수 있으므로 주의가 필요합니다. 불가피하게 해당 유형을 선택하더라도 재원의 제공자인 국내 연구개발기관의 권리를 최대한 확보(예를 들어 지식재산권(IP)의 발명자 귀속주의 선택 시 재실시권 및 우선매수권 확보와 연구 수행 과정에서 발생하는 노하우, 프로토콜, 시제품, 연구데이터, 알고리즘 등 부수적 성과의 공유, 이전, 접근을 최대한 요청하며, 공동연구의 목적과 성과 극대화를 위한 협력 의무를 추가 부과)하여야 합니다. 이 때, 상대 해외기관에 모든 유형을 한 번에 제시하는 것은 바람직하지 않습니다. (영문 계약서 작성 시 [Type] 문구는 반드시 삭제하여 주시기 바랍니다.)
- 본 매뉴얼에 포함된 예시 문안은 번역 및 서식 편의를 위해 구성된 것이므로, 계약 체결 전 문법 오류, 날짜 표기, 숫자, 정의 용어 등이 일관되게 사용되었는지 철저히 재검토하시기 바랍니다.
- 본 매뉴얼 및 예시 계약서는 일반적인 국제공동연구 사례를 바탕으로 작성되었으며, 특정 연구 과제나 협력 상대방의 특수한 상황에는 적합하지 않을 수 있습니다. 따라서 본 매뉴얼을 기초로 상대 연구기관과 계약을 체결하기 전 법무팀, 연구관리 전문가, 변호사 등과의 사전 검토를 권장합니다.



국제공동연구 영문계약서 매뉴얼

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## 서문



### 의미

계약서 본문 이전에 위치하며, 계약 주체와 계약의 목적, 계약 체결 경위, 당사자의 의도 등을 간결하게 설명하는 부분



### 목적

일반적으로 계약 당사자의 권리·의무에 대하여 구속력 있는 계약 부분이 아니므로 비교적 자유롭게 계약 당사자들의 계약 체결 배경, 과정, 의도하는 목적 등을 기재함으로써, 계약서 체결 후에 각 조항의 해석에 있어서 전제 혹은 참조가 될 수 있음



### 고려 사항

국가마다 사업자등록번호, 납세자 번호 등 당사자 식별체계가 상이하므로, 계약 당사자는 일반적으로 해당 국가의 공적 명부에 기재된 공식 정보를 기준으로 명확히 특정하는 것이 바람직함

예를 들어, 한국은 법인등기부 또는 사업자등록증상 명칭 및 주소, 미국은 주정부에 등록된 법인명(예: Delaware Secretary of State), 등록지 주소, 법인 형태(예: Corporation, LLC 등), 유럽은 상업등기소(예: 독일 Handelsregister, 프랑스 RCS) 등을 기준으로, 당사자의 정식 명칭, 주소, 설립국가, 법적 성격(예: 비영리 법인, 공공기관, 대학 등)을 서문에 기재

조항	Item	체크리스트
〈국제 공동연구개발 계약서〉	〈Cooperative Research and Development Agreement〉	<input checked="" type="checkbox"/> (체크)
본 계약은 [YYYY년 MM월 DD일] 부로 발효("발효일")되며,	This Agreement (the "Agreement") is made and entered into as of [DD-MM-YYYY] (the "Effective Date") by and between:	<input checked="" type="checkbox"/> (계약 발효일) – 계약서의 서명일과 동일할 수도 있으며, 당사자 간 합의에 따라 별도로 지정할 수도 있음
【대한민국】의 법률에 의거하여 설립·존속하고 [주소]에 주사무소를 두고 있는 [기관명]("당사자 A")과	【INSTITUTION NAME】 a legal entity duly incorporated and existing under the laws of the Republic of Korea and having its principal place of business at [ADDRESS], Republic of Korea ("Party A"); and,	<input checked="" type="checkbox"/> 국내 주관기관을 당사자 A로 명시
【국가명】의 법률에 의거하여 설립·존속하고 [주소]에 주사무소를 두고 있는 [기관명]("당사자 B") 간에 체결되었다.	【INSTITUTION NAME】 a legal entity duly incorporated and existing under the laws of [COUNTRY NAME] and having its principal place of business at [ADDRESS] ("Party B").	<input checked="" type="checkbox"/> 해외 참여기관을 당사자 B로 명시

조항	Item	체크리스트
이하에서 당사자 A 및 당사자 B는 문맥상 필요한 경우 각각 “당사자”라 하고, 공동으로는 “당사자들”이라 한다.	Hereinafter, Party A and Party B may be referred to individually as a “Party” and collectively as the “Parties”, as the context requires.	<input checked="" type="checkbox"/> 계약서 서문에 포함되는 전문(설명 문구)은 RECITAL, PREAMBLE, Whereas 등으로 시작
당사자들은 본 계약 별지 A에 명시된 연구개발과제(이하 “연구개발과제” 또는 “과제”)를 공동 수행하고, 각자의 역량과 자원을 활용하여 새로운 지식·기술·발명·개선·발견을 창출하는 것을 목적으로 한다.	Whereas, the Parties wish to collaborate on the research and development project described in Appendix A (the “Project”), combining their respective capabilities and resources to generate new knowledge, technologies, inventions, improvements and discoveries.	<input checked="" type="checkbox"/> (전문) 계약의 목적과 목표 등 계약 체결의 의도를 판단할 수 있는 내용을 명시
 <b>TIP</b> 연구개발비 지원 주체, 적용받게 될 규정 등 기재 가능		
당사자들은 본 계약에 따라 수행되는 연구개발과제가 대한민국 정부의 자금 지원을 받는 과제의 일부이며, 대한민국 법령 및 규정에 따라 대한민국 정부가 지정한 [전문기관명] (“전문기관”)의 관리와 감독을 받음을 인정한다.	Whereas, the Project forms part of a Korean government-funded program administered under the supervision of the [NAME OF SPECIALIZED INSTITUTION] (the “Specialized Institution”) in accordance with the laws and regulations of the Republic of Korea.	<input checked="" type="checkbox"/> (전문) 해외 참여기관의 계약 검토 담당자들도 본 계약이 대한민국 정부로부터 연구비를 지원받아서 공동연구를 진행하는 것임을 이해한 상태에서, 계약서를 검토 및 협상하도록 하는 배경 설명이 됨
 <b>TIP</b> [전문기관]과 관련 없는 공동연구의 경우 해당 부분은 삭제		
이에 당사자들은 상호 약정과 조건을 신의에 따라 이행할 것을 확약하며, 다음과 같이 합의한다.	NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:	<input checked="" type="checkbox"/> (의인 – consideration) 약인은 영미법 체계에서 유효한 계약 성립을 위한 필수 요건이자 일반적인 관행 특히 미국 기관과의 계약 체결 시에는 해당 조항이 반드시 포함되어야 함



## 제1조 정의(DEFINITIONS)



## 의 미

계약서 전반에 사용되는 주요 용어들을 명확하게 규정하는 조항



## 목 적

계약서에 사용되는 주요 용어에 대한 해석상의 혼동을 방지하고 반복되는 용어의 축약 표현을 규정하여 계약서 작성시 명확성 및 간결성을 유지하고 해석 시 예측가능성과 일관성을 보장



## 고려 사항

제안한 조항 외에도 필요에 따라 주요 용어에 대해 추가하고, 알파벳 순 혹은 논리적으로 자연스러운 흐름에 따라 배치 가능. 양 당사자 간에 정의할 용어를 추가하는 경우를 감안하면 알파벳 순으로 나열하는 것이 편리함

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<p>본 계약의 목적상, 다음 용어들은 아래에 명시된 의미를 가진다. 본 계약에서 정의되지 않은 대문자로 표기된 용어들은 본 계약의 다른 부분에서 부여된 의미를 가진다.</p> <p><b>(1) 관계회사(Affiliate)</b> 계약 발효일 현재 당사자를 직간접적으로 통제하거나 당사자에 의해 통제되거나 당사자와 공동으로 통제하는 회사를 의미하며, 여기서 “통제”란 발행주식의 50%를 초과하는 소유 또는 사업 활동을 지시할 수 있는 권한을 보유하는 것을 의미한다.</p> <p><b>(2) Background IP</b> 효력발생일 현재 존재하는 일방이 소유하거나 지배하는 IP 또는 본 연구개발과제의 수행 과정에서 창작되거나 발명되지 않은 IP를 의미한다.</p>	<p>For purposes of this Agreement, the following terms have the meanings set out below.</p> <p>Capitalized terms used but not defined herein have the meanings given to them elsewhere in this Agreement.</p> <p>(1) “Affiliate” means, with respect to a specified entity, any other entity that, directly or indirectly, controls, is controlled by, or is under common control with such entity. “Control” means ownership of more than fifty percent (50%) of the voting securities or other ownership interest of an entity, or the ability otherwise to direct the management or policies of an entity.</p> <p>(2) “Background IP” means any Intellectual Property owned or controlled by a Party as of the Effective Date that was not created or conceived in the course of performing the Project.</p>	<p><input checked="" type="checkbox"/> 계약서에서 사용되는 주요 용어를 명확하게 정의할 것</p> <p><input checked="" type="checkbox"/> 정의된 용어는 계약 전반에 걸쳐 일관되게 사용되어야 함</p> <p><input checked="" type="checkbox"/> Background IP: 계약 체결 이전에 당사자가 보유한 기술 및 권리를 의미하며, 과제 수행 중 사용될 경우 소유권 및 사용 조건을 계약서에 명확히 규정해야 함</p>

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<p><b>(3) 비밀정보(Confidential Information)</b></p> <p><b>[유형1]</b> “비밀정보”란 본 계약 또는 공동 연구과제(Project)와 관련하여 당사자 A(이하 “제공자”)가 당사자 B(이하 “수령자”)에게 서면, 구두, 시각적, 전자적 또는 기타 유형·무형의 모든 형태로 제공하거나 공개하는 모든 기술적, 상업적 또는 기타의 정보로서, 연구자료, 노하우, 명세서, 설계도, <u>프로토타입</u>, 소프트웨어, 보고서 및 기타 자료를 포함하되 이에 한정되지 않는다. 다음 각 호에 해당하는 정보는 비밀정보에 포함된다:</p> <p>(a) 제공 시점에 명확히 비밀로 표시되거나 비밀로 지정된 정보;</p> <p>(b) 구두 또는 비서면 방식으로 공개된 경우, 제공 시 비밀임을 명확히 밝히고, 공개일로부터 <b>[10일]</b> 이내에 서면으로 그 비밀성을 확인한 정보.</p> <p>단, (b)항에 따라 서면 확인이 이루어지지 않은 경우에도, 정보의 성격이나 공개된 상황으로 보아 합리적으로 비밀로 인식될 수 있는 경우에는, 그러한 사유만으로 비밀성이 포기되었다고 간주되지 않는다.</p>	<p><b>(3) “Confidential Information” means</b></p> <p><b>[Type1]</b> any and all information, whether technical, commercial, or otherwise, including but not limited to research data, know-how, specifications, designs, prototypes, software, reports, and other materials, disclosed or made available by Party A (“Discloser”) to Party B (“Recipient”) in connection with this Agreement or the Project, in any form including written, oral, visual, electronic, or any other tangible or intangible medium. Confidential Information shall include:</p> <p>(a) information clearly marked or designated as confidential at the time of disclosure; and</p> <p>(b) information disclosed orally or by other non-written means, provided that Party A identifies it as confidential at the time of disclosure and confirms such confidentiality in writing within <b>[ten (10) days]</b> thereafter.</p> <p>For clarity, failure by Party A to provide written confirmation under subparagraph (b) shall not by itself be deemed a waiver of confidentiality, if the nature of the information or the circumstances of its disclosure reasonably indicate its confidential character.</p>	<p><input checked="" type="checkbox"/> 계약 목적상 교환되는 비공개 정보로서, 해당 계약의 성격에 따라 포함 범위를 달리 설정할 수 있음. 실제 적용 가능성을 고려하여 구체적으로 정의할 것</p> <p><input checked="" type="checkbox"/> [유형1] 구두 정보에 대한 서면 확인 요건을 완화하고, 표시 누락 시에도 비밀성을 유지하도록 하여 당사자 A의 보호 범위를 확장함</p> <p><input checked="" type="checkbox"/> 구두 공개 후 서면으로 비밀정보임을 확인하는 기간이 당사자 협의에 따라 10일은 15일, 20일, 30일 등으로 조정 가능</p>
<p><b>[유형2]</b> “비밀정보”란 본 계약 또는 공동 연구과제(Project)와 관련하여 어느 한 당사자(이하 “제공자”)가 상대방 당사자(이하 “수령자”)에게</p>	<p><b>[Type2]</b> any information, whether technical or non-technical, including but not limited to research data, know-how,</p>	<p><input checked="" type="checkbox"/> [유형2] 양 당사자가 동등한 자위에서 정보를 보호받도록 규정하며, 구두 정보는 사후 서면 확인이 없는 경우 보호되지 않고,</p>

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<p>제공하거나 공개하는 모든 기술적 또는 비기술적 정보로서, 서면, 구두, 전자적 또는 기타 모든 형태의 정보가 포함되며, 연구자료, 노하우, 명세서, 설계도, 프로토타입, 소프트웨어, 계획서, 도면, 보고서 및 기타 자료를 포함하되 이에 한정되지 않는다. 다음 각 호에 해당하는 경우에만 비밀정보로 간주된다:</p> <p>(a) 제공 시점에 명확히 비밀로 표시되거나 비밀로 식별된 정보;</p> <p>(b) 구두 또는 비서면 방식으로 공개된 경우, 공개 시 비밀임을 명확히 밝히고, 공개일로부터 [10일] 이내에 서면으로 비밀임을 확인한 정보</p>	<p>specifications, designs, prototypes, software, plans, drawings, reports, and other materials, in written, oral, electronic, or any other form, disclosed by either Party ("Discloser") to the other Party ("Recipient") in connection with this Agreement or the Project. Confidential Information shall include only:</p> <p>(a) information that is clearly marked or otherwise identified as confidential at the time of disclosure; and</p> <p>(b) in the case of oral or other non-written disclosure, information that is identified as confidential at the time of disclosure and confirmed in writing by the Discloser within [ten (10) days] thereafter.</p>	<p>비밀 정보로 간주되는 범위를 명확히 함으로써 양 당사자에게 동등하게 규정함</p>
<p><b>(4) Foreground IP</b> 본 조 제5항에서 정의된 바에 따른 지식재산권으로서, 과제를 수행하는 과정에서 어느 일방 당사자에 의해(또는 양 당사자 공동으로) 최초로 고안되거나, 개발되거나, 창작되거나, 실시에 이르게 된 것을 의미하며, 이에 한정되지 않고 기록, 설명자료, 도면, 시험 데이터, 모델, 장치, 장비 또는 설비 등을 포함한다.</p>	<p><b>(4) "Foreground IP"</b> means all Intellectual Property, as defined in Section (5) of this Article, that is first conceived, developed, created, or reduced to practice by or on behalf of a Party (or jointly by the Parties) in the course of performing the Project, including, without limitation, any records, descriptions, schematics, test data, models, devices, equipment, or facilities.</p>	<p><input checked="" type="checkbox"/> 동 연구 수행 중 새로 개발된 기술, 데이터, 성과물에 대해 명확히 정의할 것</p>
<p><b>(5) 지식재산권 또는 IP(Intellectual Property or IP)</b> 발견, 발명, 공식, 디자인, 노하우, 방법, 기술개발, 개량, 수정, 향상, 저작, 설계도, 소프트웨어, 이들과 관련된</p>	<p><b>(5) "Intellectual Property" or "IP"</b> means any and all legally protectable rights, including discoveries, inventions, formulas, designs, know-how, methods,</p>	<p><input checked="" type="checkbox"/> 지식재산(IP)의 범위를 포괄적으로 설정하여 발명, 개발성과, 저작물, 노하우 등 보호 가능한 모든 항목을 포함할 것</p>



발명, 노하우, 디자인, 저작물 등을 포함하며, 등록 여부와 무관하게 보호 가능한 권리를 모두 포함하도록 정의할 것

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문서나 데이터 등 법적으로 보호받을 수 있는 모든 권리를 의미하며, 특히 여부와 관계없이 저작권, 특허권, 상표권 및 영업비밀 등 법적 보호가 가능한 권리를 포함한다.	technical developments, improvements, modifications, enhancements, works of authorship, schematics, software, and any related documents or data, regardless of patentability, including copyrights, patent rights, trademark rights, trade secrets, and other legally protectable rights.	
(6) 노하우(Know-How) 일반적으로 공개되어 있지 않거나 쉽게 접근할 수 없는 기술정보로서, 제품 또는 서비스의 개발, 제조, 응용 또는 테스트에 필수적인 발명, 발견, 개념, 방법, 모델, 시험 결과 등을 포함한다.	(6) "Know-How" means technical information that is not generally known or readily accessible, including inventions, discoveries, concepts, methods, models, test results, and other information essential for the development, manufacture, application, or testing of products or services.	<input checked="" type="checkbox"/> 특정 기술의 실행·적용에 필요한 축적된 정보 또는 실질적 기술 내용을 의미하며, 지식재산권 등록 여부와 관계없이 정의할 것
(7) 연구책임자(Principal Investigator) 본 계약에 정의된 과제의 과학적 및 기술적 수행에 대한 책임을 지는 자로서, 당사자들이 지정한 개인을 의미하며, 2인 이상을 공동으로 지정할 수 있다.	(7) "Principal Investigator" means the individual(s) designated by the Parties who shall be responsible for the scientific and technical execution of the Project as defined herein. The Parties may jointly designate more than one individual as Principal Investigator.	<input checked="" type="checkbox"/> 연구책임자(Principal Investigator, PI): 과제 수행을 책임지는 연구자로, 과제의 기술적 총책임자가 누구인지 명시되어 있고, 상대 기관과 역할이 일치하는지 확인할 것
(8) 과제(Project) 본 계약에 따라 당사자들이 인력과 비용을 투입하여 공동으로 수행하는 연구 및 개발 활동으로서, 본 조 제(10)항에 정의된 연구계획(연구개발목표 및 과제내용)을 따른다.	(8) "Project" means the joint research and development activities conducted by the Parties under this Agreement, with the allocation of manpower and resources, as set forth in the Research Plan.	<input checked="" type="checkbox"/> 연구 과제의 범위와 목표를 별첨 A (연구계획)에 구체적으로 명시할 것
(9) 연구개발성과(Project Results) 연구개발과제의 수행 과정 또는 그 결과로 발생하거나 취득된 모든 유형 및 무형의 성과물로서, 지식재산권, 특정 물질, 연구 데이터 및 프로그램, 노하우, 보고서 등 연구개발과제에 기인하여 생성된 모든 자료와 문서를 포함한다.	(9) "Project Results" mean all tangible and intangible outcomes generated or acquired in the course of performing the Project, including, without limitation, intellectual property rights, specific materials, research data and	<input checked="" type="checkbox"/> 공동 과제를 통해 창출이 기대되는 주요 산출물을 의미하며, 과제의 성과 정의를 계약서에 포함할 것

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	<p>programs, know-how, reports, and all data and documents resulting from the Project.</p> <p> <b>TIP</b> 실험데이터, 샘플, 리포트 등 모든 산출물이 성과물로 포함되어 있는지 확인</p>	
(10) “연구계획”은 제2조 제2항에 정의되어 있다.	(10) “Research Plan” has the meaning given in Section 2.2.	<p><input checked="" type="checkbox"/> 연구계획이 모호하면 업무 범위에 대한 책임 회피 논란이 발생할 수 있음</p>
<p> <b>TIP</b> 별첨 A(연구계획) 문서에 과제의 목표, 일정, 역할분담, 예산 등이 명확히 정리되어 있는지 확인</p> <p>[취사 음선] (11) “패밀리 특허출원”</p> <p>이란 (a) Foreground IP에 대한 공동 소유 특허출원을 기초로 한 우선권을 주장하는 계속출원, 분할출원, 재등록, 갱신, 재심사, 대체 또는 연장을 위한 우선권을 주장하는 공동 소유의 모든 특허출원 및 (b) 전술한 특허 또는 특허출원의 공동 소유 해외출원(PCT 특허출원 포함)을 의미한다.</p>	<p>[Option] (11) “Family Patent Application(s)” means (a) any co-owned patent applications that claim priority to, and are continuation, divisional, reissue, renewal, reexamination, substitution or extension of any patent application of the Foreground IP and (b) any co-owned foreign counterpart (including PCT patent applications) of the foregoing.</p>	<p><input checked="" type="checkbox"/> Foreground IP를 국내·해외 기관이 공동 보유할 경우, 동일한 기술에 대해 여러 국가에 출원하는 방식이며, 이에 대한 정의 및 절차를 포함할 것</p>



## 제2조

## 계약 대상 및 과제 범위(SCOPE OF PROJECT)

## 의 미

당사자들이 수행할 연구개발 활동의 범위, 목표, 내용, 방법, 예상 성과물 등을 구체적으로 규정하는 조항

## 목 적

각 당사자 과업의 경계를 명확히 하여 책임, 일정, 성과를 판단하는 데 중요한 역할

## 고려 사항

과업의 범위는 별첨 A의 연구계획에 명시되며, 이는 당사자 간 합의된 본 계약의 일부를 구성. 해외 참여기관의 연구 수행 범위는 별첨 A에 따라 확정되므로, 연구계획은 구체적이고 명확하게 작성되어야 함. 또한, 본 계약 체결 이후에는 해외 참여기관의 동의 없이는 연구계획의 수정이 어려울 수 있음

조항	Item	체크리스트
<p><b>(1) 연구 및 개발의 수행</b> 양 당사자는 본 계약 및 제2항에 정의된 연구계획에 따라 과제를 수행한다. 각 당사자는 연구계획에서 자신이 제공하기로 약정한 장비, 시설, 인력 및 기타 자원을 제공한다. 연구책임자는 각자의 소속기관을 대표하여 과제의 일상적 수행을 감독한다.</p>	<p><b>(1) Performance of the Project</b> The Parties shall carry out the Project in accordance with this Agreement and the Research Plan as defined in Section (2). Each Party shall provide the equipment, facilities, personnel and other resources that it has committed to in the Research Plan. The Principal Investigators shall oversee day-to-day execution of the Project for their respective employers.</p>	<input checked="" type="checkbox"/> 본 계약에서 양 당사자가 수행해야 할 연구개발 의무를 명확히 규정할 것
<p><b>(2) 연구계획</b> 본 공동연구 과제의 목적, 과업, 책임, 일정, 산출물 및 예산에 대한 구체적인 설명(이하 “연구계획”)은 별첨 A에 명시되어 있으며, 연구계획은 본 계약의 필수불가결한 일부를 구성한다. 연구계획의 수정은 양 당사자의 정식 권한을 가진 대표자가 서명한 서면</p>	<p><b>(2) Research Plan</b> The detailed description of objectives, tasks, responsibilities, timelines, deliverables and budgets for the Project (the “Research Plan”) is set out in Appendix A. The Research Plan constitutes an integral part of this Agreement.</p>	<input checked="" type="checkbox"/> 연구과제의 명칭, 목적, 세부 과업, 수행 기간, 단계별 일정, 연구비, 기대 산출물 등은 별첨 A 연구계획에 구체적으로 기재할 것

TIP 각 당사자가 연구계획에 따라 장비, 인력 등 자원을 제공하도록 명시되어 있는지 확인

조항	Item	체크리스트
문서에 의해서만 가능하다.	The Parties may amend the Research Plan only by a written instrument signed by duly authorised representatives of both Parties.	<input checked="" type="checkbox"/> 연구계획 변경이 자의적으로 이루어질 경우 책임 소재 발생 가능



양 당사자의 합의가 있을 경우, 별첨 연구계획은 서면을 통해 수정할 수 있도록 규정할 것



## 제3조

## 연구개발비의 지급, 정산 및 세금 (COSTS, SETTLEMENT, AND TAXATION)

### 의미

공동연구 수행과 관련된 비용의 총 지급액, 지급 절차, 회계 및 정산 기준, 세금 및 수수료 처리 방식을 명시

### 목적

당사자 간 재정 책임을 명확히 규정하여 당사자 간 금전적 분쟁을 예방하고 연구개발 활동의 재정적 투명성과 책임성을 확보

### 고려 사항

연구개발비 금액, 지급 방법, 시기, 절차 등을 명확하게 하지 않으면, 추후 분쟁 가능성이 높아지므로 이를 명확하게 기재하여야 함. 또한, 정책의 변화 등 외부 요인에 따른 예산 변경 가능성은 반영하여 작성

조항	Item	체크리스트
<p><b>(1) 지급</b> 당사자 A는 당사자 B의 과제 수행에 대하여 별첨 A에 명시된 마일스톤 및 일정에 따라 총 <b>원화 금액</b> KRW(이하 “총지급액”)을 당사자 B에게 지급한다.</p> <p><b>TIP</b> 연구책임자 간에도 원화 지급 원칙을 사전에 협의하여야 하며, 계약서 상에도 원화 기준 지급 원칙을 명시할 것. 이는 환율 변동에 따른 국내 주관기관 부담을 최소화하기 위함이며, 만약 해외 참여기관 계약서 검토자가 자국 통화 지급 원칙으로 수정을 요구하는 경우 원칙적으로 동의하지 않는 것이 필요</p>	<p><b>(1) Payment</b> Party A shall pay Party B an aggregate amount of <b>[AMOUNT]</b> KRW (the “Aggregate Payment”) in accordance with the milestones and schedule in <i>Appendix A</i> for Party B’s performance of the Project.</p>	<p><input checked="" type="checkbox"/> 한국 예산으로 해외 참여기관에 연구비를 지원하는 국제공동 R&amp;D 계약에서 해외 참여기관에 지급할 연구개발비는 원화 (KRW) 기준 지급 원칙을 유지할 것</p> <p><input checked="" type="checkbox"/> 별첨 A에 국내 주관기관이 지급할 연구비 금액과 지급 시기 등 조건을 구체적으로 기재하되, 국내 주관기관이 정부 지원금을 자연 수령할 가능성을 고려하여 작성할 필요</p>
<p><b>(2) 조정</b> 당사자 A는 다음 경우에 총 지급액 및/또는 지급 일정을 합리적으로 조정할 수 있다: (a) 한국 정부의 정책 또는 예산 배정이 변경되는 경우; (b) 당사자들이 과제의 목적, 범위 또는 기간을 변경하기로 합의하는 경우; 또는 (c)</p>	<p><b>(2) Adjustments</b> Party A may reasonably adjust the Aggregate Payment and/or payment schedule if: (a) Korean government policies or budget allocations change; (b) the Parties agree to change the objectives, or (c)</p>	<p><input checked="" type="checkbox"/> 정부 정책 변경, 과제 내용 변경 시 지급 조건을 조정할 수 있는 권한이 명확히 규정되어 있을 것</p>

조항	Item	체크리스트
전문기관이 검토 또는 평가 결과에 따라 변경을 요구하는 경우.	scope, or duration of the Project; or (c) the Specialized Institution requires modifications following its review or evaluation.	<input checked="" type="checkbox"/> 해외 참여기관 측에서 계약금액 조정 가능성을 삭제하려는 요구가 많지만 원칙적으로 동의하지 않는 것이 필요
<b>(3) 지급방법</b> 모든 지급은 당사자 B가 지정하는 계좌로 송금이 이루어져야 한다. 한국 외 지역에서 발생한 송금 수수료는 당사자 B가 부담한다. 지급 금액이 원화(KRW)로 표시되었으나 다른 통화로 지급되는 경우, 지급일 기준 한국은행 고시 기준환율이 적용된다.	<b>(3) Payment Method</b> All payments shall be made by wire transfer to the account designated by Party B. Wire-transfer charges incurred outside Korea shall be borne by Party B. Where payments are stated in KRW but made in another currency, the basic exchange rate published by the Bank of Korea on the payment date shall apply.	<input checked="" type="checkbox"/> 환율 차이로 실수령액이 다르거나, 송금 수수료 부담 문제가 발생할 수 있음
<b>(4) 기록 관리 및 감사</b> 당사자 B는 총지급금을 오직 과제에만 사용하여야 하며, 관련 회계연도가 종료된 후 최소 [5년]간 일반적으로 인정되는 회계원칙에 따라 완전하고 정확한 기록을 유지해야 한다. 당사자 A(또는 그 지정인)는 합리적인 사전 통지 후, 정상 근무 시간 중 해당 기록을 감사할 수 있다.	<b>(4) Record-Keeping and Audit</b> Party B shall use the Aggregate Payment solely for the Project and maintain complete, accurate records in accordance with generally accepted accounting principles for at least [five (5) years] after the relevant fiscal year. Party A (or its designee) may, upon reasonable notice and during normal business hours, audit such records.	<input checked="" type="checkbox"/> 연구개발비의 정산은 각 기관의 소속 국가 규정에 따르되, 종료 후에는 국내 주관기관에게 정산 결과를 보고서 형태로 제출하고, 관련 자료를 열람할 수 있도록 일정 기간 보관해야 함
<b>(5) 재무보고</b> 과제 완료 또는 종료 후 [30일] 이내에, 당사자 B는 당사자 A에게 최종 재무	<b>(5) Financial Reporting</b> Within [thirty (30) days] after the completion or termination of the	<input checked="" type="checkbox"/> 회계기록 열람 및 참여 연구비 반환 조항은 해외 참여기관이 수용하지 않을

조항	Item	체크리스트
보고서를 제출하여야 하며, 해당 보고서에 명시된 미사용 총지급금이 있는 경우 이를 당사자 A에게 반환한다.	Project, Party B shall deliver to Party A a final financial report. Party B shall return any unspent Aggregate Payment as indicated in that report.	수 있으므로 국제공동연구 계약의 관행 및 상대 기관의 동의 여부를 확인한 후 반영할 것
<b>(6) 세금</b> 각 당사자는 본 계약의 이행과 관련하여 해당국의 세법에 따라 본인에게 부과되는 세금(소득세, 법인세, 부가가치세 등을 포함하되 이에 한정되지 않음)을 스스로 부담한다.	<b>(6) Taxes</b> Each Party shall be responsible for any taxes, including but not limited to income tax, corporate tax, and value-added tax (VAT), imposed by the domestic laws applicable to that Party in connection with the performance of this Agreement.	<input checked="" type="checkbox"/> 세금 납부의 주체를 명확히 규정할 것 <input checked="" type="checkbox"/> 해외 연구용역 대가로 지급되는 연구비는 한국 측 소득세 원천징수 대상이 아님을 상대 기관에 설명할 수 있으며, 부가가치세(VAT) 부담 주체는 아래 [유형1]과 [유형2]와 같이 계약서에 명확히 규정할 수 있음
<b>[유형1] (6) 세금 – 해외참여기관이 부가가치세(VAT)를 부담</b> 각 당사자는 본 계약의 이행과 관련하여 해당국의 세법에 따라 본인에게 부과되는 세금(부가가치세 제외)을 스스로 부담한다. 본 계약에 따라 당사자 A가 당사자 B에게 지급하는 대가와 관련하여 한국에서 부가가치세(VAT)가 부과되는 경우, 해당 세금은 총 지급액(Aggregate Payment)에 포함된 것으로 간주되며, 그 납부 책임은 전적으로 당사자 B에게 있다. 관련 세금 책임의 귀속에 관하여 불확실성이 있는 경우, 당사자들은 사전에 협의한다. 또한, 당사자들은 관련 세금 의무 이행을 위하여 필요한 서류 작성 및 보고를 포함하여 성실히 협력한다.	<b>[Type1] (6) Taxes</b> Each Party shall be responsible for any taxes except value-added tax (VAT), imposed by the domestic laws applicable to that Party in connection with the performance of this Agreement. If any value-added tax (VAT) is imposed in Korea in connection with Party A's payment to Party B under this Agreement, such tax shall be deemed included in the Aggregate Payment and shall be the sole responsibility of Party B. The Parties shall consult in advance in the event of any uncertainty regarding the allocation of tax liability under applicable law. The Parties shall cooperate in good faith to fulfill	<input checked="" type="checkbox"/> [유형1] 해외 참여기관이 부가가치세(VAT)를 부담하는 경우 <input checked="" type="checkbox"/> 단, 연구과제가 부가가치세 면세 대상인 “실비변상적 연구용역” 또는 “새로운 이론·방법·공법에 관한 연구”인 경우에는 면세될 수 있으므로 과세 여부는 별도로 검토 필요

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	<p>any applicable tax obligations, including the preparation of relevant documentation and reports.</p> <p> 계약서의 연구비 총액에 VAT 포함. 정액 지급 기준에서 세금 추가 부담 위험이 없음</p>	<p><input checked="" type="checkbox"/> [유형2] 국내 주관기관이 부가가치세(VAT)를 부담하는 경우</p> <p><input checked="" type="checkbox"/> 국내 주관기관 입장에서는 추가 세금 부담 발생 시 예산 초과 가능성이 있음</p>
<p><b>[유형2] (6) 세금 – 국내 주관기관이 부가가치세(VAT)를 부담</b></p> <p>각 당사자는 본 계약의 이행과 관련하여 해당국의 세법에 따라 본인에게 부과되는 세금(소득세, 법인세 등을 포함하되 이에 한정되지 않음)을 스스로 부담한다. 단, 본 계약에 따라 당사자 A가 당사자 B에게 지급하는 대가와 관련하여 한국에서 부가가치세(VAT)가 부과되고, 해당 세금이 한국 세법상 당사자 A에 의해 원천징수되거나 납부되어야 하는 경우, 당사자 A는 그러한 세금에 대해 총 지급액(Aggregate Payment) 과는 별도로 책임을 진다. 관련 세금 책임의 귀속에 관하여 불확실성이 있는 경우, 당사자들은 사전에 협의한다. 또한, 당사자들은 관련 세금 의무 이행을 위하여 필요한 서류 작성 및 보고를 포함하여 성실히 협력한다.</p>	<p><b>[Type2] (6) Taxes</b></p> <p>Each Party shall be responsible for any taxes, including but not limited to income tax and corporate tax, imposed by the domestic laws applicable to that Party in connection with the performance of this Agreement. Notwithstanding the foregoing, if any value-added tax (VAT) is imposed in Korea in connection with Party A's payment to Party B under this Agreement, and such tax is required to be withheld or paid by Party A under Korean tax law, Party A shall be solely responsible for such tax, in addition to the Aggregate Payment. The Parties shall consult in advance in the event of any uncertainty regarding the allocation of tax liability under applicable law. The Parties shall cooperate in good faith to fulfill any applicable tax obligations, including the preparation of relevant documentation and reports.</p> <p> 계약서의 연구비 총액에 VAT 불포함</p>	



## 제4조 보고(REPORTS)

### 의미

보고 조항은 공동연구의 수행 경과 및 성과를 당사자 간 정기적으로 공유하기 위한 문서 제출 의무를 규정

### 목적

과제의 진척 상황을 파악하고, 필요한 조치를 적시에 취할 수 있도록 당사자 간 정보 비대칭을 해소하는 데 목적

### 고려 사항

보고 시기와 형식, 제출 주체 및 대상, 보고서에 포함되어야 할 핵심 정보, 보고서 수정요청 가능 여부 등을 명확히 규정해야 함. 단, 보고 주기, 보고서 양식, 작성 책임자 및 제출 기한 등을 사전에 명확히 합의하여 연구자 부담을 최소화해야 함

조항	Item	체크리스트
<p><b>(1) 중간보고서</b> 연구개발기간 중 당사자 B는 과제의 진행 상황을 상세히 기술한 중간 서면 보고서를 정기적으로 당사자 A에게 제출하여야 한다. 각 중간보고서에는 기술적 진전 상황, 직면한 문제점, 그리고 다음 단계에 대한 계획이 포함되어야 한다.</p>	<p><b>(1) Interim Report</b> During the R&amp;D Period, Party B shall submit interim written reports to Party A detailing the progress of the Project at regular intervals. Each interim report shall include a summary of technical progress, challenges encountered, and a plan for the next phase.</p>	<input checked="" type="checkbox"/> 해외 참여기관(당사자 B)이 정기적으로 기술 진척, 문제점, 향후 계획이 포함된 중간보고서를 서면으로 제출하도록 규정되어 있는지 확인할 것 <input checked="" type="checkbox"/> 연구 진행 상황 보고 주기를 특정할 필요가 있는 경우에는 이를 계약서에 추가할 것
<p><b>(2) 최종보고서 제출</b> 당사자 B는 본 계약의 만료 또는 종료일로부터 [30일] 이내에 당사자 A에게 서면 최종보고서를 제출하여야 한다. 최종보고서에는 연구 결과에 대한 종합 요약, 기술적 성과, 작성된 논문 또는 간행물, 그리고 Foreground IP와 관련된 발명 공개서 또는 특허출원 내역이 포함되어야 한다.</p>	<p><b>(2) Final Report</b> Party B shall submit a final written report to Party A within [thirty (30) days] following the expiration or termination of this Agreement. The final report shall include a comprehensive summary of the research results, technical achievements, any publications produced, and any invention disclosures or patent applications related to Foreground IP.</p>	<input checked="" type="checkbox"/> 당사자 B가 계약 종료 후 당사자 A에게 최종보고서를 제출해야 하는 기간(30일)을 확인하고, 최종보고서에 반드시 포함되어야 할 내용을 확인할 것



최종보고서 제출 기간 30일은 일정 고려해서 변경할 것

조항	Item	체크리스트
<p><b>(3) 연구책임자 간 커뮤니케이션</b>            양 당사자의 책임연구자들은 연구개발기간 동안 서면으로 정기적인 정보를 교환하여야 한다. 이러한 커뮤니케이션에는 회의록, 연구 요약, 이메일 교신 내용, 그리고 논문 초안 등이 포함될 수 있으며, 이는 효과적인 공동연구 수행을 위한 것이다.</p>	<p><b>(3) Communications Between Principal Investigators</b>            The Principal Investigators of both Parties shall exchange information regularly in writing throughout the R&amp;D Period. Such communication may include meeting minutes, research summaries, email correspondence, and draft publications to ensure effective collaboration.</p>	<input checked="" type="checkbox"/> 양 당사자의 책임연구자가 연구 기간 동안 회의록, 요약, 이메일 등을 포함한 정기적인 서면 소통을 하도록 명시할 필요가 있는지 확인할 것
<p><b>(4) 진행점검 회의</b>            양 당사자는 과제의 진행 상황을 평가하고, 연구 성과를 검토하며, 향후 활동을 조율하기 위해 매 [분기 또는 연 1회] 또는 별도의 합의에 따라 진행점검 회의를 개최할 수 있다. 회의의 시기 및 형식은 상호 협의하여 정한다.</p>	<p><b>(4) Progress Review Meeting</b>            The Parties may hold progress review meetings at least [once every quarter/once a year] or as otherwise agreed, to evaluate the Project's status, review research outcomes, and coordinate future activities. The timing and format of such meetings shall be mutually agreed upon.</p>	<input checked="" type="checkbox"/> 국내 주관기관의 상황을 고려하여 정기적인 연구 진행 회의 개최 의무, 최소 개최 횟수, 일정 협의 조건 등을 명확히 기재할 것
<p><b>(5) 보고서 수정 요청</b>            당사자 A는 본 계약에 따라 제출된 중간보고서 또는 최종보고서에 대한 수정 또는 보완을 당사자 B에게 요청할 수 있다. 당사자 B는 이에 대해 추가 비용 없이, 상호 합의된 합리적인 기간 내에 해당 수정을 수행하여야 한다.</p>	<p><b>(5) Revisions to Reports</b>            Party A may request Party B to revise or supplement any interim or final report submitted under this Agreement. Party B shall make such revisions at no additional cost to Party A within a reasonable period, as mutually agreed by the Parties.</p>	<input checked="" type="checkbox"/> 국내 주관기관이 보고서 보완을 요청할 수 있는 권한과 해외 참여기관의 무상 수정 의무가 명시



국내 주관기관은 과제 결과물의 품질을 관리하고 신출물을 활용하는 데 유리함



## 제5조

## 상호 협력(MUTUAL COLLABORATION)

**의 미**

상호협력 조항은 공동연구 수행을 위해 양 당사자가 지속적이고 적극적으로 소통하며 지원할 의무를 규정

**목 적**

연구 효율성을 높이고 문제 발생 시 신속한 해결과 원활한 협력 관계 유지가 목적

**고려 사항**

협력의 범위, 시기, 방식, 인력 및 자원 교류의 구체성, 그리고 상호 지원의 책임 소재를 명확히 해야 함

조항	Item	체크리스트
(1) 공동협의 각 당사자는 연구기간 동안 공동연구와 관련된 모든 사항에 대해 상대방 당사자의 요청이 있을 경우 성실하게 협의하여야 하며, 해당 협의의 시기와 방식은 상호 협의에 따른다.	(1) Collaborative Consultation Each Party shall consult with the other Party in good faith upon request regarding any matter related to the collaborative research throughout the duration of the Project. The timing and manner of such consultations shall be mutually agreed upon.	<input checked="" type="checkbox"/> 연구수행 중 협의가 필요한 사안에 대해 상대 기관과 성실하게 협의하도록 규정
(2) 상호 인력교류 양 당사자는 공동연구의 효과적인 수행을 위하여 필요한 경우 인력의 상호 교류를 적극적으로 지원하고 촉진하여야 한다.	(2) Mutual Personnel Exchange The Parties shall actively support and facilitate the mutual exchange of personnel as necessary to ensure effective execution of the collaborative research.	<input checked="" type="checkbox"/> 협력연구를 효과적으로 수행하기 위해 필요한 경우 양 당사자가 인력교류를 지원하도록 되어 있는지 확인
(3) 공동 프로그램 및 활동 양 당사자는 공동연구를 촉진하고 강화하기 위해 세미나, 워크숍, 기술교류 등의 공동 프로그램 및 활동에 적극적으로 참여하도록 노력하여야 한다.	(3) Joint Programs and Activities The Parties shall endeavor to engage in joint programs, such as seminars, workshops, and technical exchanges, to promote and strengthen the collaborative research.	<input checked="" type="checkbox"/> 세미나, 워크숍, 기술교류 등 공동 활동을 촉진할 계획이 있는지 확인
(4) 연구시설 및 지원 제공 각 당사자는 과제의 효과적이고	(4) Research Facilities and Support Each Party shall, to the extent	<input checked="" type="checkbox"/> 과제 수행에 필요한 연구시설 및 기타 지원을

조항	Item	체크리스트
시의적절한 진행을 위하여 가능한 범위 내에서 보유한 연구 인프라에 대한 접근 및 기타 필요한 지원을 제공하여야 한다.	possible, provide access to its research infrastructure and other necessary support to facilitate the effective and timely progress of the Project.	가능한 범위 내에서 제공



국내 주관기관이 필요 시설을 제공하지 않을 시 책임/분쟁 우려 있으므로  
자원 분담 범위 명확히 할 것



## 제6조

## 지식재산권(INTELLECTUAL PROPERTY)

## 의미

공동연구 수행 또는 그 결과로 창출되는 지식재산의 귀속 관계, Background IP, Foreground IP의 소유권, IP 공동 창출 시 권리 분배 및 보호 절차, 제3자 이전과 실시권 및 상용화 조건, 분쟁 발생 시 귀속 기준 등을 규정

## 목적

공동연구에서 창출되는 지식재산의 권리와 의무를 명확히 규정하고, 당사자 간의 분쟁을 방지하고 성과의 효과적 활용을 보장

## 고려 사항

공동연구의 목적 및 성과의 수익화, 사업화 가능성 및 국가연구개발혁신법 시행령 제32조 제2항에 부합하도록 약정되어야 함

※ 제32조(연구개발성과의 소유)

② 중앙행정기관의 장은 연구개발기관이 연구개발과제협약으로 정하는 바에 따라 외국에 소재한 기관·단체 또는 외국인과 공동으로 연구를 수행하는 경우 연구개발성과를 국내 소재 연구개발기관의 소유로 하거나 이들 기관이 우선적으로 연구개발성과실시를 할 수 있도록 지원해야 한다.

Foreground IP 조항은 단독 혹은 공동 소유에 따라 1) 당사자 A(국내 주관기관)의 단독 소유, 2) 공동 소유, 3) 발명자 귀속주의에 따른 권리 귀속으로 달리 설정할 수 있으며, 각 조건의 조합으로 조항을 구성할 수 있음

조항	Item	체크리스트
<b>(1) Background IP</b>	<b>(1) Background IP</b>	<p><input checked="" type="checkbox"/> Background IP는 각 당사자가 과제 수행에 제공하는 기준 보유 기술을 의미하며, 이에 대한 소유권은 이전되지 않음.</p>
(a) (귀속 및 비영향) 본 계약은 본 계약에 따른 과제의 결과로 발생하지 않은 Background IP 또는 기타 기술, 설계, 창작물, 발명, 소프트웨어, 데이터, 기법, 노하우 또는 자재 등의 소유권에 아무런 영향을 미치지 않으며, 그러한 모든 Background IP는 해당 기술을 소유하거나 과제에 제공한 당사자의 단독 및 배타적 재산으로 유지된다.	(a) Nothing in this Agreement shall affect the ownership of any Background IP or any other technology, designs, works, inventions, software, data, techniques, know-how, or materials not generated as a result of the Project under this Agreement. All such Background IP shall remain the sole and exclusive property of the Party that owns or contributes it to the Project.	
(b) (Background IP의 문서화 의무) 당사자 B는 필요한 경우 과제에 포함된 모든 Background IP를 문서화하여	(b) Party B shall, where necessary, document all Background IP incorporated into the Project and	<p><input checked="" type="checkbox"/> 해외 참여기관은 과제 수행 중 활용하는 Background IP를 명확히 식별하여</p>

조항	Item	체크리스트
적시에 당사자 A에게 제공해야 한다.	provide such documentation to Party A in a timely manner.	<input checked="" type="checkbox"/> 문서화할 의무를 부담하며, 해당 내용을 국내 주관기관에 적시에 서면으로 공유하도록 규정
(c) (연구개발기간 중 통상실시권 허여) 각 당사자는 본 계약의 연구개발기간 동안, 상대방 당사자가 본 계약상의 의무를 이행하는 데 필요한 범위 내에서만 자기의 Background IP를 사용할 수 있도록 무상의, 전액 납부된, 통상실시권(양도 불가능하고 재실시권 설정 불가능한)을 부여한다. 명확히 하기 위해, 상대방 당사자의 사전 서면 동의 없이는 어느 당사자도 상대방의 Background IP를 상업용, 출판용 또는 교육용 목적으로 사용할 수 없다.	(c) Each Party hereby grants to the other Party, for the duration of the R&D Period of this Agreement, a royalty-free, fully-paid, non-exclusive, non-transferable, and non-sublicensable license to use its Background IP solely to the extent necessary for the other Party to perform its obligations under this Agreement. For the avoidance of doubt, no Party may use the other Party's Background IP for commercial, publication, or educational purposes without the prior written consent of the owning Party.	<input checked="" type="checkbox"/> 해외 참여기관이 과제에 활용하는 Background IP는 국내 주관기관이 과제 수행 목적 범위 내에서 무상·통상실시권을 행사할 수 있도록 허여한다는 내용을 계약서에 명시함
(d) (사업화 과정에서 필수 Background IP에 대한 통상실시권 허여 약정) 당사자 B가 당사자 A로부터 과제에 자신의 Background IP를 포함하는 데 대한 사전 서면 승인을 받고, 해당 Background IP가 당사자 A가 과제의 결과(모든 Foreground IP 포함)를 사용하거나 실시에 필요한 경우, 당사자 A의 요청에 따라 당사자 B는 그러한 Background IP에 포함된 제품을 제조, 제조하게 함, 사용, 판매 또는 판매 제안을 할 수 있는 통상실시권(비베타적, 취소불가능, 영구적)을 당사자 A에게 부여해야 한다. 해당 실시권은 (i) 공정하고 합리적인 로열티 조건, (ii) 양 당사자가 체결할 별도 서면계약의 조건에 따르며, 그에 따라 부여된다.	(d) If Party B has obtained Party A's prior written approval to include its Background IP in the Project, and such Background IP is necessary for Party A to use or exploit the results of the Project, including any Foreground IP, then, upon Party A's request, Party B shall grant to Party A a non-exclusive, irrevocable, and perpetual license to make, have made, use, sell, or offer to sell any product covered by such Background IP. Such license shall be subject to (i) fair and reasonable royalty terms, and (ii) the terms of a separate written agreement to be entered into by the Parties in a separate written agreement.	<input checked="" type="checkbox"/> Background IP는 연구개발 결과물의 상용화 과정에서 핵심적인 기반 기술이 될 수 있으므로, 상용화를 위한 통상실시권 허여 조건(예: 비베타적, 취소 불가능한, 영구적 실시권)에 대해서는 별도의 라이선스 계약을 체결한다는 협의 의향 조항을 계약서에 포함 권장
(e) (관계회사에 대한 확장) 본 조항에 따라 Background IP에 대해 당사자 A에게 부여된 모든 권리는 당사자 A의 관계회사(Affiliate)에게도 동일하게 적용된다.	(e) Any rights granted to Party A under this Section with respect to Background IP shall also extend to its Affiliates.	<input checked="" type="checkbox"/> 만약 해외 참여기관이 공동연구과제에 활용되는 Background IP에 대하여 연구결과의 상용화를 위한 통상실시권 허여를 거부하는 경우, 이는

조항	Item	체크리스트
(2) Foreground IP	(2) Foreground IP	공동연구의 근본 취지에 위배되므로 계약 체결이 불가. 단, 상용화 목적의 실시권은 유상 허여 조건으로 협의될 수 있음
(a) (IP의 문서화) 각 당사자는 특허권을 포함한 지식재산권으로 보호 가능한 Foreground IP를 모두 문서화해야 하며, 해당 문서화 자료는 과제 종료 시점 또는 Foreground IP에 대한 대외 공개 중 먼저 도래하는 시점까지 상대 당사자에게 제출하여야 한다.	(a) Each Party shall document any Foreground IP that is capable of being protected by intellectual property rights, including patent rights. Such documentation shall be provided to the other Party no later than the completion of the Project or any public disclosure of the Foreground IP, whichever occurs first.	<input checked="" type="checkbox"/> Foreground IP의 문서화, 특허출원, 권리 배분 및 등록 절차, 발명자 보상책임 및 협조의무 등을 계약서에 구체적으로 명시. Foreground IP를 문서화해야 하는 최종 기한은 과제 완료 시점 혹은 해당 연구결과의 공개시점 이전으로 할 수 있음
(b) (IP 공개 및 권리 확보 협력 의무) Foreground IP를 창출한 직원이 소속된 당사자는 해당 지식재산권을 신속히 상대방에게 공개하고, 그 권리를 유지 및 관리하며, 상대방 당사자가 해당 Foreground IP에 대한 권리를 확보하는 데 필요한 모든 문서와 정보를 제공해야 한다.	(b) The Party whose employee has generated the Foreground IP shall promptly disclose the relevant intellectual property to the other Party, maintain and manage the associated rights, and provide all necessary documents and information required for the other Party to secure its rights in such Foreground IP.	
(c) (발명자 보상 책임 및 협조 의무) 각 당사자는 Foreground IP의 창작 및 양도와 관련하여 자사 소속 직원에게 지급하여야 할 법정 또는 계약상 발명자 보상금에 대해 단독으로 책임을 부담한다.	(c) Each Party shall be solely responsible for any statutory or contractual inventor compensation payable to its own employees in connection with the creation and assignment of the Foreground IP.	<input checked="" type="checkbox"/> 종업원에 의한 직무발명의 경우, 해당 소속기관이 권리를 승계하며, 발명자 보상금 지급 책임은 각 소속 기관이 부담함
(d) (비용 부담) 본 계약에 따라 어떤 Foreground IP에 대해 특허출원을 하는 당사자는, 별도의 합의가 없는 한, 해당 특허출원 및 이후 발생하는 특허와 관련하여, 준비 및 출원 비용, 심사 및	(d) Unless agreed otherwise, the Party filing a Patent Application for any Foreground IP under this Agreement will pay all preparation and filing expenses, prosecution	<input checked="" type="checkbox"/> 스웨덴 등 일부 국가에서는 발명이 소속 기관이 아닌 연구자 개인에게 귀속되는 법적 구조가 있을 수 있으므로, 해당 국가와의

조항	Item	체크리스트
등록 수수료, 등록 후 수수료, 특히 유지 비용, 연차료, 심판 비용, 변호사(변리사) 비용 일체를 부담해야 한다.	fees, issuance fees, post issuance fees, patent maintenance fees, annuities, interference expenses, and attorneys' fees for that patent application and any resulting patent(s).	공동연구계약 체결 시 Foreground IP의 권리 귀속 주체를 사전에 확인하고, 필요한 경우 연구자 개인과의 별도 계약 체결 가능성을 고려해야 함

(Foreground IP 권리 관련 조항) 통상 [소유 및 출원], [양도 및 실시], [수익배분] 등으로 구성되며, 계약 목적, 과제 유형, 기술 기여도 등에 따라 다양한 권리 귀속 방식을 선택할 수 있음

※ 권리 귀속 유형에 따른 Foreground IP의 (e)~(k)의 조항

단계	해당 조항	[유형1] (당사자A 단독소유)	[유형2] (공동소유)	[유형3] (발명자 권리귀속)
소유 및 출원	(e) 지식재산권(IP) 소유권(IP Ownership) (f) 특히 출원(Patent Filing)	●	●	●
양도 및 실시	(g) 양도 및 실시권(Assignment and License) (h) 유지관리(Maintenance) (i) 특히 미출원 또는 미유지 결정(Election Not to File or Maintain Patents)		●	●
수익배분	(j) 실시권(License) (k) 우선매수권(Right of First Refusal)			●

※ 권리 귀속 및 공동소유 Foreground IP의 제3자 처분 시 유형

[유형1] (당사자A 단독소유)	당사자 A 단독 소유										
[유형2] (공동소유)	Foreground IP 공동 소유										
[유형3] (발명자 권리귀속)	발명자주의에 따른 권리 귀속	공동소유 IP의 제3자 권리 처분 조건	<table border="1"> <tr> <td>[유형2-1]</td> <td>공동발명자 전원동의 필요</td> </tr> <tr> <td>[유형2-2]</td> <td>자유처분 허용</td> </tr> </table> <table border="1"> <tr> <td>[유형3-1]</td> <td>공동발명자 전원동의 필요</td> </tr> <tr> <td>[유형3-2]</td> <td>자유처분 허용</td> </tr> </table>	[유형2-1]	공동발명자 전원동의 필요	[유형2-2]	자유처분 허용	[유형3-1]	공동발명자 전원동의 필요	[유형3-2]	자유처분 허용
[유형2-1]	공동발명자 전원동의 필요										
[유형2-2]	자유처분 허용										
[유형3-1]	공동발명자 전원동의 필요										
[유형3-2]	자유처분 허용										

#### 참고 | Foreground IP 공동 소유 계약 검토 (대한민국과 미국 특허법 비교)

Foreground IP가 공동발명의 결과로 창출된 경우, 국내 주관기관과 해외 참여기관은 해당 특허권을 공동으로 소유하게 되며, 공동소유자 중 누구든지 별도의 동의 없이 해당 발명을 자유롭게 실시(사용)할 수 있음. 단, 제3자에게 실시권(라이선스)을 부여하거나 자신이 보유한 지분을 이전하려는 경우, 공동소유자 전원의 동의가 필요한지 여부는 각국의 특허법에 따라 상이함. 이에 따라 Foreground IP의 공동소유 계약을 체결할 필요가 있는 경우, 아래의 상세 설명을 참고하여 적절한 계약 유형을 선택

## 1. 대한민국 특허법과 미국 특허법 비교

### (1) 대한민국 특허법상의 특허권 공동소유

특허권을 공동 소유하는 경우 각 공유자는 다른 공유자의 동의 없이 발명을 실시(사용)할 수는 있으나, 제3자에게 권리를 처분하는 행위(실시권 허락, 특허권 지분 양도 또는 질권 설정 등)는 반드시 다른 공유자 전원의 동의가 필요함. 대법원 판례에서는 다른 공유자 동의 없이 한 지분 양도나 실시권 설정은 무효라 판시함  
 ※ 동의효력 발생 요건: 계약서에 다른 공유자의 포괄적 동의를 받아두는 방식으로 가능하지만, 특허청에 실시권 설정이나 지분 이전을 등록하기 위해서는 여전히 동의서 제출이 필요함

### (2) 미국 특허법상의 특허권 공동소유

미국 특허법은 한국과 크게 대조적. 미국 특허법(35 U.S. Code §262)에 따르면, 공동발명된 특허의 각 공동소유자는 별도의 계약이 없는 한 다른 공동소유자의 허락 없이도 해당 특허를 제3자에게 권리를 처분하는 행위를 할 수 있음. 즉, 공동소유자 각자는 타인에게 라이선스를 부여하거나 자신의 지분을 양도하는 데 있어서 다른 공동소유자의 동의를 요하지 않음

## 2. Foreground IP 공동소유 계약 적용법규에 따른 장단점

### (1) 한국 특허법에 따라 Foreground IP의 제3자 처분 시 “공유자 전원의 동의 필요”

- ① 장점: 이질적인 사업 전략을 보유한 기업/기관 간에 공동으로 소유하는 경우, 당사자 간 협의를 통해 무분별한 기술 이전 또는 경쟁사에 대한 비의도적 라이선스 제공을 사전에 방지할 수 있으며, 이를 통해 관련 특허의 독점적 가치를 유지할 수 있음. 또한, 라이선스 부여 시 공동협의를 거치게 됨으로써, 각 당사자의 이해관계에 부합하는 조건으로 조율이 가능하여 상호 수익의 극대화를 도모할 수 있음
- ② 단점: 신속한 사업화 추진에 장애 요인으로 작용할 수 있으며, 의사결정 절차가 지연되고, 일방 당사자의 비협조 또는 견해 차이로 인해 협의가 교착 상태에 빠질 우려가 있음. 이로 인해 유망한 라이선스 기회를 상실하거나, 기술의 상업적 활용이 지연되어 시장 내 경쟁력을 상실할 가능성이 존재함. 극단적인 경우 일방 공유자의 반대에 따라 제3자에 대한 어떠한 외부 활용도 불가능해져, 해당 특허가 실질적으로 사장되는 결과로 이어질 수 있음

### (2) 미국 특허법에 따라 Foreground IP의 제3자 처분 시 “각자 자유로운 처분 허용”

미국 법에 맞춰 각 공동소유자가 독자적으로 자신의 지분을 라이선싱하거나 양도할 수 있도록 허용하는 내용을 계약에 포함하는 경우(대한민국 특허법에 따라 [유형2-1]의 (g)에 작성된 바와 같이 실무적으로 다른 공유자의 포괄적 사전동의 조항 등이 포함되어야 함)

- ① 장점: 각자가 자신에게 배타적으로 부여된 지역 또는 기술분야 내에서 독자적으로 라이선스 협상을 신속히 체결하고 기술을 수익화할 수 있으므로, 기술의 사업화 기회를 극대화할 수 있음. 아울러 공동소유자가 기술 사업화에 소극적인 경우에도 타방이 독자적으로 사업화를 추진할 수 있어, 핵심 특허기술이 장기간 활용되지 않고 방치되는 사태를 방지할 수 있음
- ② 단점: 공동소유자가 경쟁관계에 있는 제3자에게 독자적으로 기술을 라이선스하거나 현저히 불리한 조건(예: 할값 제공 등)으로 기술을 이전할 경우, 타방 공동소유자의 지분가치가 훼손될 우려가 있으며, 이는 공동 기술의 경제적 가치에 중대한 악영향을 미칠 수 있음. 또한, 공동소유자 각자가 개별적으로 상이한 조건으로 라이선스를 부여할 경우, 시장 내 혼란이 발생하고, 동일 기술에 대한 복수의 라이선스가 난립함으로써 기술의 독점적 지위가 약화되고, 공동 권리자로서의 수익 극대화가 저해될 가능성이 있음

특허권 공유자 권한	장점	단점
① 전원동의제(대한민국법)	권리 처분 통제, 독점·가치 유지	의사결정 지연, 교착·분쟁 위험
② 자유처분 허용(미국법)	신속·유연한 사업화, 기회 극대화	경쟁사 라이선스·가치 희석, 통제 상실

## 3. 복수 국가 특허출원 문제

## (1) 출원 및 권리 귀속 협의

공동발명의 경우, 각국에 개별적으로 특허를 출원하더라도 출원인/특허권자는 공동으로 동일하게 지정되므로, 특정 국가에서 특허를 취득하기 위해서는 모든 공동발명자의 협력이 필수적임. 그러나 국제 공동연구에서 일방 당사자가 특정 국가(예: 시장성이 낮다고 판단되는 한국 등)에 대한 출원을 기피할 경우, 타방은 독자적으로 해당 국가에 출원할 수 없어 권리 확보에 제약을 받을 수 있음. 실제로, 미국 또는 유럽 측 파트너가 비용 문제 등을 이유로 한국 출원에 비협조적인 경우, 한국 측이 자력으로 권리를 확보하지 못하고 해당 시장에서의 권리를 상실하는 상황도 발생 가능. 이에 따라 공동연구 계약에서는 일방이 특정 국가 출원을 포기하거나 협조하지 않는 경우, 타방이 단독으로 출원하고 권리를 확보할 수 있는 조항을 명시적으로 부여하는 조항을 포함시키는 것이 바람직함. 아울러 국가별 출원 및 등록 단계에서의 비용 부담, 권리 귀속 및 의사결정 방식에 관하여 사전에 구체적으로 합의함으로써 추후 분쟁을 예방할 수 있음

## (2) 특허 유지비 및 권리 포기

다수 국가에 대한 특허 출원/등록을 진행할 경우, 이후 유지 비용 부담이 상당하므로, 공동소유자 간에는 출원 및 유지 비용의 분담 방식에 대해 명확히 규정할 필요가 있음. 특히, 공동소유자 일방이 특정 국가의 특허 유지에 필요한 비용 부담을 포기하려는 경우, 해당 권리를 어떻게 처리할 것인지에 대한 사전 합의가 필수적임. 통상적으로는, “일방이 특정 국가에서의 특허권 유지 또는 권리를 포기하고자 하는 경우, 타방에게 해당 권리를 우선적으로 양도하거나, 또는 그 국가에서의 권리 지분을 포기한다”는 절차를 계약서상에 명문화함. 이와 같은 규정을 통해, 한 공동소유자의 비용 포기로 인해 전체 특허가 소멸되거나 타방의 권리가 침해되는 사태를 방지할 수 있음

조항	Item	체크리스트
<p><b>[유형1] 당사자 A 단독 소유</b></p> <p>(e) <b>Foreground IP의 당사자 A 단독 소유권 설정</b> 당사자 A는 본 계약에 따라 창작, 개발 또는 그 밖의 방식으로 발생한 모든 Foreground IP를, 해당 Foreground IP를 고안, 생성 또는 기여한 당사자가 누구인지와 무관하게 단독으로 소유한다.</p> <p>(f) <b>당사자 A의 출원에 대한 전속적 권리</b> 당사자 A는 출원 가능한 Foreground IP의 보호를 위한 일체의 출원, 심사 대응, 등록 및 유지 절차(특허 출원을 포함하되 이에 한정되지 않음)에 대한 전속적 권리와 책임을 가진다. 양 당사자는 관련 우선권 기간이 만료되기 전에 타 국가에서의 관련 또는 병행 출원을 조율하기 위하여</p>	<p><b>[Type1] Sole Ownership of Party A</b></p> <p>(e) <b>Sole Ownership of Foreground IP by Party A</b> Party A shall exclusively own all Foreground IP created, developed, or otherwise arising under this Agreement, regardless of which Party conceived, generated, or contributed to such Foreground IP.</p> <p>(f) <b>Party A's Exclusive Right to file</b> Party A shall have the exclusive right and responsibility to file, prosecute, register, and maintain any applications for the protection of registrable Foreground IP, including, without limitation, patent applications.</p>	<p><input checked="" type="checkbox"/> [유형1] 국내 기관의 단독 소유 : 과제성과로 발생하는 Foreground IP는 발명자의 소속과 관계없이 국내 주관기관이 단독 소유</p> <p><input checked="" type="checkbox"/> 한국에 가장 유리한 방식이나, 해외기관이 반대할 가능성이 높음</p> <p><input checked="" type="checkbox"/> 특허권자(국내기관)는 제3자에게 자유롭게 실사권을 하여할 수 있으므로, 국내기관에 대한 별도 실사권 설정은 필요 없음</p>

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성실히 협력한다.	The Parties shall cooperate in good faith to coordinate any corresponding or parallel filings in other jurisdictions prior to the expiration of any applicable priority period.	<p><input checked="" type="checkbox"/> [유형2] 공동 소유 : Foreground IP를 국내 기관과 해외 참여기관이 공동 소유하며, 별도 합의가 없는 한 기여도에 관계없이 균등 지분을 보유함이 원칙</p> <p> [유형3] 보다 국내기관에 유리하고, 명분상 협상이 용이</p>
<p><b>[유형2] 공동소유</b></p> <p>(e) <b>Foreground IP의 공동 소유</b> 본 계약의 연구개발기간 동안 일방 당사자에 의해 단독으로, 또는 양 당사자에 의해 공동으로 창작되거나 개발된 모든 Foreground IP는, 발명자 또는 저작자의 여부와 관계없이 당사자들이 공동으로 소유한다. 공동소유 당사자들 간에 달리 서면으로 합의하지 않는 한, 각 당사자는 해당 공동소유 Foreground IP에 대해 균등하고 분할되지 않은 소유권을 갖는다.</p> <p>(f) <b>특허출원 협력</b> 당사자들은 Foreground IP에 기초한 특허출원("패밀리 특허출원")에 관하여 선의로 협의하고, 해당 출원이 이루어질 관할지역에 대하여 사전에 합의하여야 하며, 그러한 협의는 관련 출원 마감일로부터 늦어도 [30일] 전에 완료되어야 한다.</p> <p>특정 관할지역에서 당사자 일방("철회 당사자")이 패밀리 특허출원의 출원 또는 심사절차에 참여하지 않기로 결정하는 경우, 다른 당사자("진행 당사자")는 단독 비용으로 그 출원을 전적으로 진행할 권리를 가진다.</p> <p>이 경우, 철회 당사자는 서면 요청이</p>	<p><b>[Type2] Joint Ownership</b></p> <p>(e) <b>Joint Ownership of Foreground IP</b> All Foreground IP conceived or developed solely by one Party or jointly by both Parties during the R&amp;D Period of this Agreement shall be jointly owned by the Parties, regardless of inventorship or authorship. Unless otherwise agreed in writing by all co-owners, each Party shall hold an equal undivided ownership interest in any jointly owned Foreground IP.</p> <p>(f) <b>Patent Filing Coordination</b> The Parties shall consult in good faith regarding the filing of any patent applications claiming Foreground IP ("Family Patent Applications") and shall agree in advance on the jurisdictions in which such applications are to be filed. Such consultation shall occur no later than <b>[thirty 30 days]</b> prior to any applicable filing deadline.</p> <p>If one Party ("Withdrawing Party") elects not to participate in the filing or prosecution of a Family Patent Application in a</p>	<p><input checked="" type="checkbox"/> 특허출원 협력: 국제 출원의 경우 모든 공동발명자가 국가별 출원에 협력해야 하므로, 계약서에 각국 출원 시 양 당사자가 협력 의무를 지는지 확인하고, 한쪽이 특정 국가 출원을 포기할 경우 다른 쪽이 단독 출원하여 권리를 확보할 수 있는 조항을 포함</p> <p><input checked="" type="checkbox"/> 공동 소유 Foreground IP에 대한 특허출원 과정에서 상대방 공동 소유자의 동의나 협조가 없으면 특허출원 진행이</p>

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<p>있는 즉시 해당 관할지역에서의 권리, 명의 및 지분을 진행 당사자에게 양도하고, 필요한 모든 서류에 서명하여 그 양도가 유효하도록 하여야 한다.</p> <p>단, 다른 관할지역에서의 패밀리 특허출원에 대한 소유권은 영향을 받지 않는다.</p>	<p>given jurisdiction, the other Party ("Proceeding Party") shall have the right to assume full responsibility for such filing at its sole expense.</p> <p>In such case, the Withdrawing Party shall, upon written request, assign all of its right, title, and interest in that jurisdiction to the Proceeding Party and execute any required documents to effect such assignment.</p> <p>However, ownership of the Family Patent Application in other jurisdictions shall remain unaffected.</p>	<p>어려운 경우가 많아 협력 조항이 필요함</p> <p><input checked="" type="checkbox"/> 공동소유 IP의 특허 출원, 유지, 제3자 실시권 부여 또는 지분 양도와 관련하여 각 당사자의 권리 행사 가능 여부 (상대방 등의 필요성 포함)를 국가별 법체계에 따라 명확히 규정할 것</p>
<p><b>[유형2-1] (g) 공동소유 Foreground IP의 양도 및 실시권 (전원동의제)</b></p> <p>공동 소유된 Foreground IP에 관한 양도, 이전, 실시허락(전용실시권 및 통상실시권 포함), 재실시허락, 또는 유치권 및 담보권 설정은 모두 양 당사자의 사전 서면 동의를 받아야 한다.</p> <p>각 당사자는 공동 소유된 Foreground IP를 내부적으로 사용할 수 있으나, 당사자 일방은 상기 서면 동의 없이 제3자에게 어떠한 권리도 부여할 수 없다.</p> <p>어떠한 당사자도 본 조항에 따른 동의를 부당하게 거부하거나 지연하여서는 안 된다.</p>	<p><b>[Type2-1] (g) Assignment and License of Jointly Owned Foreground IP</b></p> <p>Any assignment, transfer, license (including exclusive and non-exclusive license), sublicense, or creation of any lien or security interest involving jointly owned Foreground IP shall require the prior written consent of both Parties.</p> <p>Each Party may use jointly owned Foreground IP internally, but no Party may grant rights to a third party without such consent.</p> <p>No Party shall unreasonably withhold or delay consent under this provision.</p>	<p><input checked="" type="checkbox"/> [유형 2-1] 대한민국법에 따른 유형이며, 각 공동소유자가 공동소유자가 자신의 지분을 이전하거나 제3자에게 실시권(라이선스) 하여서 공동소유자 전원의 사전 동의를 반드시 받도록 함</p>

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<p>[유형2-2] (g) 공동소유 Foreground IP의 양도 및 실시권 (자유처분 허용)</p> <p>각 당사자는 공동으로 소유한 Foreground IP에 의해 보호되는 제품이나 서비스를 제조, 타인에게 제조하게 함, 사용, 판매, 판매 제의, 수입하거나 기타 방식으로 이용할 수 있으며, 이에 대해 다른 당사자의 동의를 받거나 이익을 분배할 의무가 없다.</p> <p>각 당사자는 Foreground IP에 대해 상대방 당사자의 동의 없이 단독으로 실시하거나, 제3자에게 양도 또는 통상실시권을 허여할 수 있다. 다만, 당사자 B는 그러한 양도 또는 실시 허락이 있는 경우, 그 사실을 [30일] 이내에 서면으로 당사자 A에게 통지하여야 한다. 당사자 B가 공동 소유된 Foreground IP에 대한 권리를 양도하고자 하는 경우, 당사자 A는 우선매수권을 가진다.</p> <p>본 조항의 준수를 전제로, 어느 일방 당사자("요청 당사자")가 공동소유 Foreground IP에 대한 권리를 제3자에게 양도하거나 실시권을 허락하는 경우, 상대방 당사자는 요청 당사자의 서면 요청이 있을 시, (i) 해당 양도 또는 실시권 허락을 관련 국가 또는 지역의 지식재산권 사무소에 등록하기 위하여 요청 당사자가 합리적으로 요구하는 모든 문서에 서명하고 동의하며, (ii) 본 계약의 조건과 일치하는 범위 내에서 협조하여야 한다.</p>	<p>[Type2-2] (g) Assignment and License of Jointly Owned Foreground IP</p> <p>Each Party shall have the unrestricted right to make, have made, use, sell, offer for sale, import, and otherwise exploit any products or services covered by jointly owned Foreground IP without the consent of, or any obligation to account to, the other Party.</p> <p>Each Party may independently use, assign, or grant non-exclusive licenses to third parties under the jointly owned Foreground IP without the consent of the other Party. However, Party B agrees to notify Party A in writing of any such transfer or license within [thirty (30) days]. Party A shall have a right of first refusal in the event Party B intends to assign its interest in any jointly owned Foreground IP. Subject to compliance with this Section, if a Party (the "Requesting Party") assigns or licenses its interest in any jointly owned Foreground IP to a third party, the other Party shall, upon written request, execute all documents and provide all consents (i) reasonably required by the Requesting Party to record such assignment or license with the relevant national or regional intellectual property</p>	<p><input checked="" type="checkbox"/> [유형 2-2] 미국법에 따른 유형이며, 각 공동소유자가 자신의 지분을 이전하거나 제3자에게 실시권(라이선스) 허여시 타방 동의 없이 자유롭게 할 수 있는 방식</p> <p><input checked="" type="checkbox"/> [유형 2-2] 본 조항은 공동소유 Foreground IP에 대한 각 당사자의 자유로운 처분을 허용하는 것으로 이해될 수 있으나, 대한민국 내에서 해당 권리를 제3자에게 양도하거나 실시권을 등록하고자 하는 경우, 「대한민국 특허법」 제99조에 따라 공동권리자의 동의가 요구됨에 유의</p> <p><input checked="" type="checkbox"/> 마찬가지로 미국을 제외한 다른 국가의 특허에 대하여 공유자 일방이 제3자에게 실시권 또는 양도하는 것에 대하여 각국 특허청에 설정등록하기 위해서는 다른 공유자의 서면 동의가 혹은 다른 공유자의 동의가 포함된 신청서를 제출해야 할 경우가 있으므로, 공유자 일방이 요청하면 필요한 행정절차(등록·공증 등)에 필요한 서류를 제공하도록 하는 의무를 포함함</p>

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<p><b>(h) 유지관리</b> 각 당사자는 공동소유 Foreground IP를 대상으로 하는 특허 또는 기타 지식재산권 출원, 심사 대응, 등록, 유지 절차를 독자적으로 수행할 수 있으며, 이 경우 다른 당사자에게 지체 없이 서면으로 통지해야 한다.</p> <p>서면으로 달리 합의되지 않는 한, 위 권리의 출원, 심사, 등록 및 유지에 소요되는 비용은 각 당사자의 지분 비율에 따라 부담한다.</p> <p>공동 소유된 Foreground IP에 대해 당사자 일방이 자기 명의로 출원한 경우, 상대방 당사자가 해당 비용의 지분 비율에 해당하는 금액을 지급하기로 합의하고 서면 요청하는 경우, 해당 당사자는 출원 또는 등록된 권리에 대해 상대방 당사자에게 지분 비율에 따라 권리를 양도하여야 한다.</p> <p>상대방 당사자가 단독 비용으로 해당 절차의 책임을 부담하기로 선택하는 경우, 권리를 포기하는 당사자는 해당 관할지역에서의 소유 지분을 선택한 당사자에게 양도하여야 한다.</p>	<p>office, and (ii) consistent with the terms and conditions of this Agreement.</p> <p><b>(h) Maintenance</b> Each Party may independently file, prosecute, or maintain patent or other intellectual property applications covering jointly owned Foreground IP, provided that it promptly notifies the other Party in writing.</p> <p>Unless otherwise agreed in writing, the costs and expenses associated with the filing, prosecution, registration, and maintenance of such rights shall be borne by the Parties in proportion to their respective ownership interests.</p> <p>If a Party files such an application in its own name for jointly owned Foreground IP, it shall, upon written request and subject to the other Party's agreement to pay its share of such costs, assign to the other Party its proportionate ownership interest in the application or resulting registration.</p> <p>The other Party may elect to assume such responsibility at its sole expense, in which case the relinquishing Party shall assign its ownership interest in that jurisdiction to the electing Party.</p>	<p><input checked="" type="checkbox"/> 특허 유지 및 비용 분담: 출원 및 유지비용 분담 기준을 계약서에 명확히 하고, 한쪽이 유지 비용 부담을 중단하거나 권리를 포기하려는 경우 해당 지분을 상대방에게 우선 양도하거나 해당 국가에서의 지분을 포기하도록 하는 절차를 규정</p>

조항	Item	체크리스트
<p>(i) 특허 미출원·미유지 시의 권리 이전</p> <p>각 당사자는 자사 직원이 단독 또는 공동으로 창출한 Foreground IP에 대해 특허 출원을 할지 여부를 적시에 결정하고, 그 출원 전에 다른 당사자에게 통지해야 한다. 이러한 통지를 받은 당사자 B는 해당 발명에 대한 공동 출원을 선택할 기회를 가지며, 발명이 보고된 날로부터 [60일] 이내 또는 특허 출원 마감일 [30일] 전 중 더 빠른 시점까지 당사자 A에게 그 결정을 통지하여야 한다.</p> <p>당사자 B가 위 기한 내에 통지를 하지 않거나 Foreground IP에 대해 출원을 하지 않겠다고 통지한 경우, 당사자 A는 단독으로 특허 출원을 진행할 권리를 가진다. 명확히 하자면, 양 당사자는 Foreground IP에 대해 특허 출원을 해야 할 의무는 없다.</p> <p>당사자 일방이 특정 관할지역에서 (a) Foreground IP에 대해 특허 출원을 하지 않거나, (b) 심사절차를 계속하지 않거나, (c) 등록된 특허를 유지 또는 유효화하지 않기로 결정한 경우,</p> <p>상대방 당사자는 단독 재량과 비용으로 이를 진행할 권리를 가진다.</p> <p>본 조항에 따라 당사자 일방이 단독으로 출원하거나 유지한 특허 출원 또는 등록 특허는 해당 당사자의 단독 소유로 한다.</p>	<p><b>(i) Election Not to File or Maintain Patents</b></p> <p>Each Party will make timely decisions regarding the filing of patent applications for any Foreground IP solely or jointly invented by its employee(s), and will notify the other Party in advance of filing. Upon receiving such notice, Party B will have the opportunity to elect joint filing of a patent application on the inventions and will notify Party A of its decision within [sixty (60) days] of an invention being reported or at least [thirty (30) days] before any patent filing deadline, whichever occurs first.</p> <p>If Party B fails to notify Party A of its decision within that time period or notifies Party A of its decision not to file a patent application for Foreground IP, then Party A shall have the right to file a patent application solely. For clarity, neither Party shall be obligated to file a patent application for Foreground IP.</p> <p>If either Party elects not to: (a) file a patent application for any Foreground IP in a particular jurisdiction; (b) continue the prosecution of such an application; or (c) maintain or validate an issued patent, then the other Party shall have the right, at its sole discretion and expense, to pursue such filing, prosecution, or maintenance.</p> <p>Any patent applications or resulting patents filed or maintained solely by one Party pursuant to this Section shall be owned exclusively by that Party.</p>	

조항	Item	체크리스트
<p><b>[유형3] 발명자주의에 따른 권리귀속</b></p> <p><b>(e) Foreground IP 소유권</b> 본 계약의 연구개발기간 중 어느 한 당사자의 직원, 연구원 또는 계약자에 의해 단독으로 창안되거나 개발된 모든 Foreground IP는 해당 당사자의 단독적이고 배타적인 재산으로 한다. 본 계약의 연구개발기간 동안 양 당사자의 인력이 공동으로 창안하거나 개발한 Foreground IP는 양 당사자가 공동으로 소유한다(이하 “공동소유 Foreground IP”). 서면으로 달리 합의하지 않는 한, 각 당사자는 해당 공동소유 Foreground IP에 대해 동일한 지분의 분할되지 않은 권리를 가진다. 당사자들은 공동소유 Foreground IP의 창출에 대한 상대적 기여도를 기준으로 각자의 소유지분에 관하여 성실하게 협의하여 합의하여야 하며, 그러한 협의가 없는 경우에는 소유지분이 동일한 것으로 간주한다.</p>	<p><b>[Type3] Rights Vesting According to Inventor Ownership</b></p> <p><b>(e) Ownership of Foreground IP</b> All Foreground IP conceived or developed solely by employees, researchers, or contractors of one Party during the R&amp;D Period of this Agreement shall be the sole and exclusive property of that Party. All Foreground IP conceived or developed jointly by personnel of both Parties during the R&amp;D Period shall be jointly owned by the Parties (the “Jointly Owned Foreground IP”). Unless otherwise agreed in writing, each Party shall hold an equal, undivided interest in such Jointly Owned Foreground IP. The Parties shall in good faith negotiate and agree upon their respective ownership shares based on relative contributions to the creation of such Jointly Owned Foreground IP. In the absence of such agreement, ownership shall be deemed equal.</p>	<p><input checked="" type="checkbox"/> [유형3] 발명자 귀속 주의 : 각 기관 종업원이 단독 발명한 경우 해당 기관이 IP를 단독 소유하고, 공동 발명의 경우 공동 소유</p> <p> <b>TIP</b> 가장 중립적인 권리 구속 방식이며, 협상 난이도가 낮음. 다만, 연구비를 제공한 당사자 A의 투자 보호 및 성과 활용 보장을 위해 (제3자)과 우선 매수권의 확보와 연구 수행 과정에서 발생하는 노하우, 프로토콜, 시제품, 연구데이터, 알고리즘 등 부수적 성과의 공유, 이전, 접근을 최대한 요청하며, 공동연구의 목적과 성과 극대화를 위한 협력 의무를 추가 부과하는 등 당사자 A의 권리를 최대한 보장받는 것이 바람직</p>
<p><b>(f) 특허출원 협력</b> 본 계약에 따라 고안되거나 개발된 모든 공동 소유 Foreground IP에 대하여, 각 당사자는 패밀리 특허출원의 진행 여부와 관련하여 해당 마감일 최소 [30일] 전에 서로 협의하고 패밀리 특허출원을 출원할 국가를 함께 결정하여야 한다. 당사자 B는 적용 가능한 기한 최소 [30일] 전에 당사자 A에게 통지하고 당사자 A에게 단독 비용으로 그러한 출원을 심사할 기회를 부여하지 않는 한 패밀리 특허출원 또는 특허출원의</p>	<p><b>(f) Patent Filing Coordination</b> For all Jointly Owned Foreground IP conceived or developed under this Agreement, the Parties shall consult with each other concerning whether to proceed with filing any Family Patent Applications at least [thirty 30 days] in advance of any applicable deadline and determine together in which countries Family Patent Applications are to be filed. Party</p>	<p><input checked="" type="checkbox"/> Foreground IP에 대한 특허출원 과정에서 상대방 공동 소유자의 동의나 협조가 없으면 특허출원 진행이 어려운 경우가 많아 협력 조항이 필요함</p> <p><input checked="" type="checkbox"/> Foreground IP에 대하여 각 권리자는 자기 실시는 제한 없이 가능하지만, 각 공유자가 제3자에게 실시권 설정하거나 지분을 제3자에게 양도하는 것에 대하여 다른 공유자의</p>

조항	Item	체크리스트
<p>심사(양 당사자가 공동으로 소유하는 계속출원, 부분 계속출원 또는 실용특허출원의 경우 제외)를 포기할 수 없다.</p> <p><b>[유형3-1] (g) 공동 소유 Foreground IP에 대한 양도 및 실시권 (공동발명시 전원동의제)</b> 공동 소유된 Foreground IP에 관한 양도, 이전, 실시허락(전용실시권 및 통상실시권 포함), 재실시허락, 또는 유차권 및 담보권 설정은 모두 양 당사자의 사전 서면 동의를 받아야 한다.</p> <p>각 당사자는 공동 소유된 Foreground IP를 내부적으로 사용할 수 있으나, 당사자 일방은 상기 서면 동의 없이 제3자에게 어떠한 권리도 부여할 수 없다.</p> <p>어떠한 당사자도 본 조항에 따른 동의를 부당하게 거부하거나 지연하여서는 안 된다.</p>	<p>B shall not abandon filing Family Patent Applications or the prosecution of any patent application (except in favor of a continuation, continuation-in-part, or utility application that is jointly owned by the Parties) without notifying Party A at least <b>[thirty (30) days]</b> in advance of any applicable deadline and allowing Party A the opportunity to prosecute such application at its sole expense.</p> <p><b>[Type3-1] (g) Assignment and License of Jointly Owned Foreground IP</b> Any assignment, transfer, license (including exclusive and non-exclusive license), sublicense, or creation of any lien or security interest involving jointly owned Foreground IP shall require the prior written consent of both Parties.</p> <p>Each Party may use jointly owned Foreground IP internally, but no Party may grant rights to a third party without such consent.</p> <p>No Party shall unreasonably withhold or delay consent under this provision.</p>	<p>동의가 필요한지 여부에 대해서는 국가별로 법 규정이 상이하므로, 이에 대하여 계약서에 명확하게 약정하여야 함</p> <p> <b>TIP</b> 아래 [유형 3-1], [유형 3-2]는 각각 대한민국법과 미국법에 따른 약정에 해당</p> <p><input checked="" type="checkbox"/> [유형 3-1] 한국법에 따른 유형 – 공동발명의 경우 특허권을 공유하게 되며, 각 공동소유자가 자신의 지분을 이전하거나 제3자에게 실시권(라이선스) 허여시 공동소유자 전원의 사전 동의를 반드시 받도록 함</p>

조항	Item	체크리스트
<p>[유형3-2] (g) 공동 소유 Foreground IP에 대한 양도 및 실시권 (공동발명시 자유처분 허용) 각 당사자는 공동으로 소유한 Foreground IP에 의해 보호되는 제품이나 서비스를 제조, 타인에게 제조하게 함, 사용, 판매, 판매 제의, 수입하거나 기타 방식으로 이용할 수 있으며, 이에 대해 다른 당사자의 동의를 받거나 이익을 분배할 의무가 없다.</p> <p>각 당사자는 Foreground IP에 대해 상대방 당사자의 동의 없이 단독으로 실시하거나, 제3자에게 양도 또는 통상실시권을 허여할 수 있다. 다만, 당사자 B는 그러한 양도 또는 실시 허락이 있는 경우, 그 사실을 <b>[30일]</b> 이내에 서면으로 당사자 A에게 통지하여야 한다. 당사자 B가 공동 소유된 Foreground IP에 대한 권리를 양도하고자 하는 경우, 당사자 A는 우선매수권을 가진다. 본 조항의 준수를 전제로, 어느 일방 당사자("요청 당사자")가 공동소유 Foreground IP에 대한 권리를 제3자에게 양도하거나 실시권을 허락하는 경우, 상대방 당사자는 요청 당사자의 서면 요청이 있을 시, (i) 해당 양도 또는 실시권 허락을 관련 국가 또는 지역의 지식재산권 사무소에 등록하기 위하여 요청 당사자가 합리적으로 요구하는 모든 문서에 서명하고 동의하며, (ii) 본 계약의 조건과 일치하는 범위 내에서 협조하여야 한다.</p>	<p>[Type3-2] (g) Assignment and License of Jointly Owned Foreground IP Each Party shall have the unrestricted right to make, have made, use, sell, offer for sale, import, and otherwise exploit any products or services covered by jointly owned Foreground IP without the consent of, or any obligation to account to, the other Party.</p> <p>Each Party may independently use, assign, or grant non-exclusive licenses to third parties under the jointly owned Foreground IP without the consent of the other Party. However, Party B agrees to notify Party A in writing of any such transfer or license within <b>[thirty (30) days]</b>. Party A shall have a right of first refusal in the event Party B intends to assign its interest in any jointly owned Foreground IP. Subject to compliance with this Section, if a Party (the "Requesting Party") assigns or licenses its interest in any jointly owned Foreground IP to a third party, the other Party shall, upon written request, execute all documents and provide all consents (i) reasonably required by the Requesting Party to record such assignment or license with the relevant national or regional intellectual property</p>	<p><input checked="" type="checkbox"/> [유형 3-2] 미국법에 따른 유형 – 공동발명의 경우 특허권을 공동으로 소유하는 경우 각 공동소유자가 자신의 자분을 이전하거나 제3자에게 실시권(라이선스) 허여시 타방 동의 없이 자유롭게 할 수 있는 방식</p>

조항	Item	체크리스트
<p><b>(h) 유지관리</b>          본 계약서 제6조에 따라 단독 또는 공동으로 소유하게 되는 특허 등 등록 가능한 Foreground IP의 보호를 위하여, 각 소유 당사자는 단독 또는 공동으로 출원, 심사 진행 및 등록 후 유지관리를 할 수 있다. 서면으로 별도의 합의가 없는 한, 각 당사자는 자신의 소유 지분 비율에 따라 해당 비용을 부담한다.          만일 일방 당사자가 공동소유 Foreground IP에 대하여 자신의 명의로 단독 출원 또는 등록을 진행한 경우, 해당 당사자는 다른 공동 소유자에게 이를 지체 없이 통지하여야 하며, 다른 공동 소유자가 비용의 지분에 상응하는 금액을 요청 및 지급하는 경우, 해당 출원 또는 등록된 권리에 대해 균등하고 분할되지 않은 공유 지분을 다른 공동 소유자에게 이전(양도)하여야 한다.</p>	<p>office, and (ii) consistent with the terms and conditions of this Agreement.</p> <p><b>(h) Maintenance</b>          For any registrable Foreground IP (including patents) owned solely or jointly pursuant to this Article 6, each owning Party may file, prosecute, and maintain applications independently or jointly. Unless otherwise agreed in writing, each Party shall bear its share of costs in proportion to its ownership interest.          If a Party files or registers an application solely in its name for Jointly Owned Foreground IP, it shall promptly notify the other joint owner and, upon request and payment of its proportionate share of such costs, assign to such joint owner an equal undivided ownership interest in such application or resulting registration.</p>	
<p><b>(i) 특허 미출원·미유지 시의 권리 이전</b>          각 당사자는 자사 직원이 단독으로 혹은 공동으로 발명한 Foreground IP에 대한 특허출원 여부를 적시에 결정하고, 출원 전에 상대방에게 사전 통지를 하여야 한다. 이러한 통지를 받은 당사자 B는 해당 발명에 대해 공동으로 특허를 출원할 수 있는 기회를 가지며, 발명이 보고된 날로부터 [60일] 이내 또는 관련 특허 출원의 마감일로부터 최소 [30일] 전 중 더 이른 시점까지, 그 결정 여부를 당사자 A에게 통지하여야 한다. 당사자 B가 위 기간 내에 회신하지 않거나, 해당 Foreground IP에 대한</p>	<p><b>(i) Election Not to File or Maintain Patents</b>          Each Party will make timely decisions regarding the filing of patent applications for any Foreground IP solely or jointly invented by its employee(s), and will notify the other Party in advance of filing. Upon receiving such notice, Party B will have the opportunity to elect joint filing of a patent application on the inventions and will notify Party A of its decision within [sixty (60) days] of an invention being</p>	

조항	Item	체크리스트
<p>특허출원을 하지 않겠다는 의사를 통지한 경우, 당사자 A는 단독으로 해당 발명에 대해 특허를 출원할 권리가 진다. 명확히 하기 위해, 어느 당사자도 Foreground IP에 대해 특허를 반드시 출원할 의무는 없다.</p> <p>한 당사자가 다음 중 어느 하나를 선택하지 않는 경우, 즉  (a) 특정 관할권에서 Foreground IP에 대한 특허출원을 하지 않기로 결정하거나, (b) 해당 출원의 심사를 계속 진행하지 않기로 결정하거나, (c) 등록된 특허의 유지 또는 유효화 절차를 수행하지 않기로 결정하는 경우, 상대방 당사자는 전적으로 자신의 재량과 비용으로 해당 출원, 심사 또는 유지 절차를 진행할 권리를 가진다. 본 조항에 따라 단독으로 특허출원을 하거나 유지한 당사자가 제출한 특허출원 또는 등록된 특허는 해당 당사자가 단독으로 소유한다.</p> <p>(j) 실시권  당사자 B는 제6조에 따라 자신이 단독으로 소유하는 모든 Foreground IP에 대하여, 당사자 A 및 그 계열회사에게 해당 Foreground IP에 의해 보호되는 제품 및 공정을 제조, 제조 위탁, 사용, 사용 위탁, 판매, 판매 제의 및 수입할 수 있는 전세계적, 무상, 취소불가능한 통상실시권(재실시권 포함)을 부여한다.</p>	<p>reported or at least [thirty (30) days] before any patent filing deadline, whichever occurs sooner. If Party B fails to notify Party A of its decision within that time period or notifies Party A of its decision not to file a patent application for Foreground IP, then Party A shall have the right to file a patent application solely. For clarity, neither Party shall be obligated to file a patent application for Foreground IP. If either Party elects not to: (a) file a patent application for any Foreground IP in a particular jurisdiction; (b) continue the prosecution of such an application; or (c) maintain or validate an issued patent, then the other Party shall have the right, at its sole discretion and expense, to pursue such filing, prosecution, or maintenance. Any patent applications or resulting patents filed or maintained solely by one Party pursuant to this Section shall be owned exclusively by that Party.</p> <p>(j) License  Party B hereby grants to Party A and its Affiliates a non-exclusive, worldwide, royalty-free, irrevocable license (with the right to sublicense) under all Foreground IP solely owned by Party B pursuant to Article 6 to make, have made, use, have used, sell, offer to sell, and import any products and processes covered by such Foreground IP.</p>	<input checked="" type="checkbox"/> 해외 참여기관이 단독 소유하는 Foreground IP에 대하여 실시권 허락 조항이 포함되어야 혁신법 시행령 제32조 제2항을 만족할 필요시 제3자 재실시 여부, 실시권의 기간 등 통상실시권의 세부 조건을 추가할 수 있음

조항	Item	체크리스트
<p> <b>(재실사권 확보 여부)</b> 당사자 A(국내 주관기관)가 공동연구 Foreground IP 중 상대 기관(당사자 B)이 단독으로 소유하는 모든 결과물에 대해서도 재실사권 포함한 전세계적·무상·취소불가능한 통상실시권을 확보하도록 계약에 명시되어 있는지 확인 ※ 해당 조항을 통해 당사자 A는 해당 기술을 자유롭게 활용하고 제3자에게 재실사권까지 허여할 수 있는 권리를 가짐</p> <p><b>(사례)</b> 국제공동연구에서 상대 기관이 Foreground IP를 단독 보유해도 당사자 A는 통상실시권과 재실사권을 확보해야 함. 재실사권이 있으면 당사자 A는 직접 활용뿐 아니라 국내 기업 등 제3자에게 재라이선스해 성과 확산·수익 창출이 가능함. 예컨대 한·영 공동연구에서 해외 기관이 특허권을 보유하고 국내 기관은 로열티만 수취한 사례, 또 다른 국내 연구기관이 해외 파트너의 단독 특허에 대해 재실사권을 확보해 국내 업체에 재라이선스하고 로열티 수익을 올린 사례가 있음. 이렇게 재실사권을 확보하면 직접 제품화하지 않아도 기술이전이나 사업화가 가능해져 공동연구의 실질적 성과를 확보할 수 있음</p>		
<p> <b>(사업화 권한의 실효성)</b> 부여되는 실시권의 범위와 조건이 당사자 A의 실질적인 사업화에 충분히 기여할 수 있도록 설정되어 있는지 확인. 예컨대 계약서에 당사자 A가 해당 Foreground IP를 활용하여 제품을 제조·사용·판매하고, 필요한 경우 제3자에게 재허락(재실시)하여 사업화까지 이어갈 수 있을 정도로 포괄적인 실시권이 명시되어 있는지 살펴봐야 함. 또한 해당 실시권이 과제 종료 후에도 유효하게 유지되고, 별도 승인 없이도 활용될 수 있어 상용화 권한이 현실적으로 보장되어야 함</p> <p><b>(사례)</b> 실시권 조항이 형식적 문구에 그치지 않고 실제 사업화 단계에서 작동 하려면 권리 범위를 충분히 넓고 조건을 안정적으로 설정해야 함. 실시권은 연구 목적뿐 아니라 상업적 목적까지 포함하여 제품 제조·사용·판매가 가능하도록 하고, 국내외 시장에 적용되는 전세계적 권리로 규정하는 것이 바람직. 또한 권리는 취소 불가능해야 하며, 계약 종료 후에도 유효한 영구적 실시권으로 설정해 추가 협상 없이 기술 활용이 가능해야 함. 실제로 과거에는 국내 연구기관이 연구목적만 허용된 실시권만 확보하여 제품화 단계에서 추가 협상이 필요해 사업화가 지연된 사례가 있으며, 반대로, 한 공동연구에서 당사자 A가 영구적 실시권을 확보한 덕분에 연구 종료 직후 자회사나 민간 업체와 협력해 제품 개발을 착수하고 시장 출시까지 이어진 사례도 있음. 계약 단계에서부터 폭넓은 실시권과 재실사권을 명문화하면, 추후 세부 조건 협상으로 인한 지연을 줄이고 당사자 A의 투자와 노력이 빠르게 성과로 이어질 가능성을 높일 수 있음</p>		
<p><b>(k) 우선매수권</b> 당사자 B가 본 계약에 따라 창출되거나 개발된 Foreground IP를 제3자에게 양도하고자 할 경우, 당사자 A는 당사자 B가 제3자와 거래를 체결하기 전에 우선적으로 해당 양도 협상을 진행할 수 있는 우선매수권을</p>	<p><b>(k) Right of First Refusal</b> Party A shall have a right of first refusal with respect to any proposed assignment by Party B to a third party of any Foreground IP created or developed under this Agreement.</p>	<input checked="" type="checkbox"/> 해외 참여기관이 Foreground IP를 단독 또는 국내 주관기관과 공동으로 소유하는 경우, 해당 Foreground IP를 제3자(특히 국내 기관이 우려하는 경쟁 기관 포함)에게 양도 또는

조항	Item	체크리스트
<p>보유한다.</p> <p>당사자 B는 그러한 양도를 체결하기 전에, 해당 거래의 주요 조건을 서면으로 당사자 A에게 통지하여야 하며, 당사자 A는 동일 또는 실질적으로 유사한 조건으로 거래에 참여할지 여부를 <b>[14일]</b> 이내에 선택할 수 있다.</p>	<p>Before entering into any such assignment, Party B shall notify Party A in writing of the material terms of the proposed transaction, and Party A shall have <b>[fourteen (14) days]</b> to elect to enter into such transaction on the same or substantially similar terms.</p>	<p>실시권 허여하려는 경우에 대비하여, 당사자 A가 해당 Foreground IP에 대해 우선매수권 또는 협상권을 가질 수 있도록 계약서에 명시하는 것이 바람직함</p> <p><input checked="" type="checkbox"/> 단, 일부 해외기관은 내부규정상 우선매수권 조항(right of first refusal, 또는 우선거절권) 도입이 불가한 경우가 있으므로, 이 경우에는 대체 수단으로 양도 또는 실시권 허여 전, 당사자 A에게 사전 통지를 의무화하고, 통지일로부터 일정 기간(예: 1개월) 동안 선의의 독점 협상권을 부여하는 조항으로 조정할 수 있음</p>



## 제7조

## 출판과 공표(PUBLICATION AND PUBLIC DISCLOSURE)

## 의미

공동 연구결과의 학술적 발표 및 지식 공유를 장려하고, 사전에 상대방 당사자의 검토 기회 보장, 비밀정보 보호, 특허출원을 위한 시간 확보를 명시한 조항

## 목적

공동 연구결과의 학술적 발표와 특허 확보라는 두 목표를 모두 달성하기 위한 안전장치 제공

## 고려 사항

연구 성과가 논문, 학회 발표로 공개되더라도 1년 내 특허 출원시 신규성을 인정받는 한국, 미국과 달리, 중국, 유럽의 경우 학회나 논문을 통해 연구 성과 발표 이후에는 특허출원을 할 수 없는 경우가 대부분이므로 주의를 요함

발표 계획이 있는 경우 최소 30일 전 초안을 제공해야 하며, 상대방의 검토와 이의제기 가능성을 고려하여 실제 발표 일정 및 특허전략을 사전에 조율하는 것이 중요

조항	Item	체크리스트
<p><b>(1) 일반적인 발표 권리</b> 본 계약의 비밀유지 및 지식재산권 관련 조항을 준수하는 범위 내에서, 각 당사자 (이하 “<b>공표 당사자</b>”)는 본 공동연구 결과를 학술지, 학회 발표, 학위 논문, 기타 매체를 통해 출판, 발표 또는 공표할 수 있다.</p>	<p><b>(1) General Right to Publish</b> Subject to the confidentiality and intellectual-property provisions of this Agreement, each Party (“<b>Disclosing Party</b>”) may publish, present, or otherwise publicly disclose the results of the research performed hereunder, including in peer-reviewed journals, conference papers, dissertations, or other media.</p>	<p><input checked="" type="checkbox"/> 당사자는 본 계약의 비밀유지 및 지식재산권 조항에 따라 연구결과를 논문, 학회 발표, 학위논문 등으로 공표할 수 있는 권리를 가짐</p>
<p><b>(2) 사전 통지 및 검토 의무</b> 공표 당사자는 원고, 초록, 발표 자료 또는 기타 공표 자료를 제출하기 최소 [30일] 전까지, 해당 자료의 완전한 초안을 상대방 당사자(“<b>검토 당사자</b>”)에게 제공해야 한다. 검토는 다음 사항으로 제한된다:</p>	<p><b>(2) Advance Review</b> No later than [thirty (30) days] before submitting any manuscript, abstract, presentation, or other material for publication or public disclosure, the Disclosing Party shall provide the other Party</p>	<p><input checked="" type="checkbox"/> 발표 또는 공표 30일 전까지 상대방에게 초안을 제공하여 사전 검토 기회를 부여해야 함</p>



비밀정보 또는 특허출원을 요하는 정보가 사전 검토 없이 외부에 공개될 위험이 있으므로 학문적 자유를 보장하지만, 계약상 보안 요건과 충돌하지 않도록 사전 절차(제2항 등)와 함께 운영되어야 함

조항	Item	체크리스트
<p>(i) 비밀정보의 식별 및 삭제·편집 여부 판단, (ii) 특허출원 등 Foreground IP 보호에 지장을 줄 수 있는 사항의 확인</p>	<p>(“Reviewing Party”) with a complete draft. The review is limited to:</p> <p>(i) identifying and removing or redacting any Confidential Information; and</p> <p>(ii) determining whether the proposed disclosure could compromise the timely filing of patent applications or other forms of protection for Foreground IP.</p>	
<p> <b>TIP</b></p> <p>30일 계산 방법은 ‘공개 예정일’이며, 30일보다 단기간인 경우 검토 당사자 측에서 특허출원을 진행하기에 시간이 부족할 수 있고, 30일 보다 장기간인 경우에는 공개 당사자 측에서 논문 등의 발표 일정을 맞추기 어려운 문제가 있다는 점을 고려하여 30일 기간을 조정할 수 있음</p>		<p><input checked="" type="checkbox"/> 특허 보호 및 비밀 보호 사유에 의한 이의 제기 가능 여부 명시</p> <p><input checked="" type="checkbox"/> 특허 대리인·R&amp;D 팀과 동시 공유해 일정 중복 방지</p>
<p><b>(3) 지식재산권 출원을 위한 연장</b> 검토 당사자는 초기 [30일] 검토기간 내에 서면으로 요청하는 경우, Foreground IP 보호를 위한 특허출원 또는 기타 보호조치의 준비 및 제출을 위해 최대 [30일]간의 추가 연기를 요청할 수 있으며, 공표 당사자는 이에 응해야 한다.</p>	<p><b>(3) Extension for IP Filings</b> Within the initial [thirty-day] review period, the Reviewing Party may request in writing a delay of up to an additional [thirty (30) days] to prepare and file any patent application or other form of protection covering Foreground IP. The Disclosing Party shall honor any timely request.</p>	<p><input checked="" type="checkbox"/> 검토 기간 내 상대방 요청이 있으면 최대 30일 추가 연기를 허용하여 특허 출원 등을 준비할 수 있도록 해야 함</p>
<p><b>(4) 이의 제기 및 조치</b> 검토 당사자는 다음 사유에 한하여 제안된 발표 또는 공개에 대해 이의를 제기할 수 있다.</p> <p>(i) 해당 자료가 검토 당사자의 비밀정보를 포함하는 경우 (ii) 특허 가능성 있는 내용을 포함하여 보호가 필요한 경우나 유효한 이의가 있는 경우, 발표 당사자는 (a) 비밀정보를 삭제하거나 적절히 가림 처리하고, 또는 (b) 검토 당사자가 관련</p>	<p><b>(4) Objections and Required Actions</b> The Reviewing Party may object to the proposed publication or presentation only if:</p> <p>(i) it contains the Reviewing Party's Confidential Information; or</p> <p>(ii) it discloses potentially patentable subject matter requiring protection.</p> <p>Upon a valid objection, the Disclosing Party shall (a) remove or</p>	<p><input checked="" type="checkbox"/> 상대방은 비밀정보 또는 특허 대상 정보가 포함된 경우에 한해 이의를 제기할 수 있으며, 이에 따라 수정 또는 공표 연기 조치를 취해야 함</p>

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<p>특히 출원을 완료하거나 발표 당사자가 이의를 접수한 날로부터 <b>[3개월]</b>이 경과하는 때 중 먼저 도래하는 시점까지 발표 또는 공개를 연기하여야 한다. 위 기간 이후에는 모든 비밀정보가 보호된 경우 발표를 진행할 수 있다.</p>	<p>suitably redact the Confidential Information, or (b) delay publication or presentation until the earlier of (i) the date on which the Reviewing Party files the relevant patent application or (ii) <b>[three (3) months]</b> from the Disclosing Party's receipt of the objection. After that time, and provided all Confidential Information is protected, the Disclosing Party may proceed with the disclosure.</p>	
<p><b>(5) 연구비 지원 표시</b> 모든 출판물 및 발표자료에는 다음의 문구 또는 연구비 지원기관이 요구하는 최신 표현을 반드시 포함해야 한다: “본 연구는 대한민국 정부의 <b>[연구비 지원 기관]</b>의 지원을 받아 수행되었습니다.” 과제명 및 과제번호 등 세부 사항은 연구비 지원 기관이 정한대로 정확하게 기재하여야 한다.</p>	<p><b>(5) Acknowledgment of Funding Support</b> All publications and presentations shall include the following statement (or any updated wording required by the funding agency): “This research was supported by the <b>[FUNDING AGENCY]</b> of the Government of the Republic of Korea.” The project title and project number shall be included exactly as designated by the funding agency.</p>	<p><input checked="" type="checkbox"/> 모든 발표자료에는 지정된 방식의 연구지원 명시 문구와 과제명·과제번호를 포함</p>



이의 제기 후 최대 3개월 이내에는 공표가 가능하므로, 상대방의 권리 보호와 연구자 발표 권리 간 균형이 유지



과제정보가 변경될 경우 업데이트된 문구 사용 필요하므로, 발표 전 관련 기관 공지사항을 확인해야 함



## 제8조 비밀유지(CONFIDENTIALITY)



## 의 미

계약상 취득한 민감 정보를 보호하고 제3자 유출 방지를 규정



## 목 적

공동 연구 과정에서 공유되는 기술·데이터·노하우가 외부로 유출되지 않도록 방지하고, 정보 교환 기준과 절차를 명확히 하여 분쟁·오해를 최소화



## 고려 사항

(비밀유지 대상) 비밀정보 접근 권한을 제한하는 대상을 명확화

(비밀유지 기간) 비밀유지의무가 해제됨으로써 각 당사자가 입을 피해 정도와 비밀유지의무 대상자가 비밀정보를 자유롭게 공개하지 못함으로써 입을 피해를 고려해 정함

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<p>(1) 공개</p> <p>(i) 제한적 공개. 각 당사자 ("정보제공자")는 연구계획의 이행에 합리적으로 필요한 범위 내에서만 상대방 당사자 ("수령자")에게 비밀정보를 제공하며, 모든 서면 또는 전자 자료에는 "CONFIDENTIAL"(또는 이에 준하는 표시)을 명확히 기재해야 한다.</p> <p>(ii) 구두 공개. 구두로 공개된 비밀정보는 공개일로부터 [15일] 이내에 "CONFIDENTIAL" 표시가 된 서면으로 요약하여 수령자에게 제공해야 한다.</p> <p>(iii) 허용된 목적 내 사용. 수령자는 비밀정보를 연구계획에 명시된 목적을 위해서만 사용해야 하며, 그 외의 용도로 사용할 수 없다.</p> <p>(iv) 비밀 지정 이의 제기. 각 당사자는 특정 정보의 비밀 지정에 대해 선의의 목적에 따라 이의를 제기할 수 있으며, 이 경우 당사자들은 신속히 협의하여 해결해야 한다.</p>	<p>(1) Disclosure</p> <p>(i) <b>Limited Disclosure.</b> Each Party (the "Discloser") shall disclose to the other Party (the "Recipient") only such Confidential Information as is reasonably necessary to perform the Research Plan and shall clearly mark all written or electronic materials as "CONFIDENTIAL" (or with an equivalent legend).</p> <p>(ii) <b>Oral Disclosures.</b> Confidential Information disclosed orally shall be summarized in writing, labeled "CONFIDENTIAL," and provided to the Recipient within [fifteen (15) days] of disclosure.</p> <p>(iii) <b>Permitted Use.</b> The Recipient shall use Confidential Information solely for the purposes set forth in the Research Plan and for no other purpose.</p> <p>(iv) <b>Challenge to Designation.</b> Either Party may object in good faith to the designation of any information as Confidential. The Parties shall confer promptly to resolve such objection.</p>	<p><input checked="" type="checkbox"/> 비밀정보 표시 여부 - 상대기관과 주고 받은 문서에 "CONFIDENTIAL" 표시 여부</p> <p><input checked="" type="checkbox"/> 구두로 전달된 정보 처리 방법: 회의나 통화에서 말로 전달된 민감한 정보는 15일 안에 비밀정보 표시된 서면 요약본을 전달</p> <p><input checked="" type="checkbox"/> 사용 목적의 제한: 과제 수행 외의 다른 목적으로 활용하지 않겠다는 조건</p> <p><input checked="" type="checkbox"/> 비밀 지정 이의 있을 경우 절차: 상대방이 '비밀'이라고 주장한 정보가 정말 비밀인지 이의 제기할 수 있는 절차</p>

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<p><b>(2) 비밀유지의무 및 범위</b></p> <p>(i) 비공개 의무. 적용 법령, 규제 또는 법원의 명령에 따른 경우를 제외하고, 수령자는 정보제공자의 사전 서면 동의 없이 비밀정보를 제3자에게 공개하거나 복사, 복제, 제공해서는 안 된다.</p> <p>(ii) 확장된 비밀유지의무. 수령자는 비밀정보를 제공받는 모든 인원 및 단체(예: 경영진, 직원, 공동연구에 참여하는 연구원, 하도급업체, 자문기관, 협력기관 등)에 대해 본 계약과 동일하거나 그보다 덜하지 않은 수준의 비밀유지 의무를 부여해야 한다. 이 의무는 계약의 양도, 합병, 기타 법적 승계로 인해 비밀정보를 전달받는 제3자에게도 동일하게 적용되며, 수령자는 해당 제3자가 서면 계약을 통해 동일한 수준의 비밀유지 의무를 부담하도록 사전에 조치해야 한다.</p>	<p><b>(2) Confidentiality Obligations and Scope</b></p> <p>(i) <b>Non-Disclosure.</b> Except as required by applicable law, regulation, or court order, the Recipient shall not disclose, copy, reproduce, or otherwise make Confidential Information available to any third party without the prior written consent of the Discloser.</p> <p>(ii) <b>Extended Obligation.</b> The Recipient shall ensure that all individuals and entities to whom it discloses Confidential Information—including, but not limited to, its officers, employees, researchers directly involved in the Project, subcontractors, consultants, and affiliated institutions—are subject to confidentiality obligations no less stringent than those set forth in this Agreement.</p> <p>This obligation shall also extend to any third parties that may receive Confidential Information due to assignment, merger, or other legal succession. The Recipient shall ensure that such third parties are contractually bound in writing by equivalent confidentiality obligations prior to any such disclosure.</p>	<input checked="" type="checkbox"/> 비밀정보 제3자 공유 제한: 연구실 내부, 외부 용역, 공동연구자에게 해당 정보를 공유할 경우, 상대 기관의 사전 동의 <input checked="" type="checkbox"/> 모든 연구 참여자 대상 의무 확대: 학생, 연구원, 하도급 기관까지 모두 비밀유지에 서명하도록 규정 <input checked="" type="checkbox"/> 후속 계약이나 기관 변경시 대응: 계약이 양도되거나 연구책임자가 바뀌더라도 비밀유지 의무가 유지
<p><b>(3) 법령에 의한 공개</b></p> <p>수령자가 법률, 규정 또는 법원/정부기관의 명령에 따라 비밀정보를 공개해야 하는 경우, 다음 조치를 이행해야 한다:</p> <p>(i) 정보제공자에게 즉시 서면 통지할 것.</p> <p>(ii) 보호명령 또는 적절한 구제책을 함께 모색할 것.</p> <p>(iii) 법적으로 요구되는 범위 내의 최소한의 정보만 공개할 것.</p>	<p><b>(3) Compelled Disclosure</b></p> <p>If the Recipient is required by law, regulation, or court/governmental order to disclose any Confidential Information, it shall:</p> <p>(i) promptly notify the Discloser in writing,</p> <p>(ii) cooperate with the Discloser to seek a protective order or other remedy, and</p> <p>(iii) disclose only that portion of the Confidential Information that is legally required.</p>	<input checked="" type="checkbox"/> 정부나 법원 요청으로 정보를 공개해야 할 경우, 상대 기관에 미리 알리도록 규정

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<p><b>(4) 내부 보호조치</b></p> <p>수령자는 비밀정보의 무단 접근, 사용, 복제 또는 공개를 방지하기 위해 합리적인 내부 정책과 절차를 수립하고 이를 철저히 시행해야 한다.</p> <p>비밀정보에 대한 접근은 다음 요건을 모두 충족하는 인원으로 엄격히 제한해야 한다:</p> <ul style="list-style-type: none"> <li>(i) 연구계획의 수행에 직접적으로 관여하는 자;</li> <li>(ii) 과제 수행상 정당한 접근 필요성이 있는 자;</li> <li>(iii) 본 계약과 동일한 수준 이상의 서면 비밀유지 의무를 부담하는 자.</li> </ul> <p>수령자는 하도급자 및 외부 협력자를 포함한 모든 인원 및 단체의 준수 여부를 관리하고 책임을 진다.</p>	<p><b>(4) Internal Safeguards</b></p> <p>The Recipient shall implement and enforce internal policies and procedures reasonably designed to prevent unauthorized access, use, reproduction, or disclosure of Confidential Information.</p> <p>Access shall be strictly limited to individuals who:</p> <ul style="list-style-type: none"> <li>(i) are directly involved in the execution of the Research Plan;</li> <li>(ii) have a legitimate "need to know" for the purpose of the Project; and</li> <li>(iii) are contractually bound by written confidentiality obligations at least as stringent as those herein.</li> </ul> <p>The Recipient shall monitor and ensure compliance by all such individuals and entities, including subcontractors or external collaborators.</p>	<p><input checked="" type="checkbox"/> 비밀정보 접근 제한 대상 확인: 비밀정보를 열람할 수 있는 사람이 누구인지 명확히 정해져 있고, 그 사람은 비밀유지 서약을 했는지 확인하도록 규정</p> <p><input checked="" type="checkbox"/> 외부 공동연구자나 용역기관 관리 여부: 공동연구 기관이나 외부 협력업체도 비밀정보를 적절히 보호하도록 관리체계가 마련되도록 규정</p>
<p><b>(5) 비밀유지 의무의 예외</b></p> <p>다음 중 어느 하나에 해당하는 경우, 비밀유지 의무는 적용되지 않는다. 단, 수령자가 이에 대한 서면 증거를 제시할 수 있어야 한다:</p> <ul style="list-style-type: none"> <li>(a) 공개 당시 이미 일반에 알려져 있었거나, 계약 위반 없이 이후 공개된 정보;</li> <li>(b) 비밀유지의무 없이 제3자로부터 적법하게 수령한 정보;</li> <li>(c) 정보제공자의 비밀정보와 무관하게 독자적으로 개발한 정보;</li> <li>(d) 공개 이전부터 수령자가 적법하게 보유하고 있던 정보;</li> <li>(e) 제8조 제3항에 따라 공개가 요구되는 정보.</li> </ul>	<p><b>(5) Exceptions</b></p> <p>The confidentiality obligations under this Article shall not apply to any information that the Recipient can demonstrate by written records:</p> <ul style="list-style-type: none"> <li>(a) was publicly known or available at the time of disclosure, or becomes publicly known without breach of this Agreement;</li> <li>(b) was lawfully obtained from a third party without confidentiality restrictions;</li> <li>(c) was independently developed without reference to the Discloser's Confidential Information;</li> <li>(d) was already in the Recipient's lawful possession prior to disclosure; or</li> <li>(e) is required to be disclosed pursuant to Section 8.3 above.</li> </ul>	<p><input checked="" type="checkbox"/> 비밀의 예외 범위 확인: 이미 공개된 정보나 우리가 독자적으로 개발한 정보가 비밀유지 대상에서 제외된다는 조건</p>

조항	Item	체크리스트
<p><b>(6) 반환 또는 파기 및 효력 유지</b>          본 계약이 종료 또는 만료되거나, 정보제공자가 그보다 앞서 서면으로 요청하는 경우, 수령자는 모든 비밀정보 및 그 파생자료를 즉시 반환하거나 영구적으로 파기하고, 그 사실을 서면으로 확인해야 한다.          본 조항에 따른 비밀유지 의무는 계약 종료 또는 만료일로부터 <b>[3년]</b>간 유효하며, 당사자뿐 아니라 그 승계인, 양수인 또는 법적 대리인에게도 동일하게 적용된다.</p>	<p><b>(6) Return or Destruction: Survival</b>          Upon expiration or termination of this Agreement—or earlier upon written request by the Discloser—the Recipient shall promptly return or irreversibly destroy all Confidential Information, including any derived materials, and certify such action in writing. The confidentiality obligations set forth in this Article shall survive for a period of <b>[three (3) years]</b> from the date of expiration or termination and shall bind the Parties and their respective successors, assigns, or legal representatives.</p>	<p><input checked="" type="checkbox"/> 계약 종료 후 자료 정리          절차: 과제 끝나면          상대방의 비밀정보를          어떻게 처리(반환 또는          폐기)해야 하는지 절차</p> <p><input checked="" type="checkbox"/> 비밀유지 의무 존속기간          확인: 과제가 끝난 후에도          3년 동안 비밀 유지할          의무가 있음을 명확히 함.          단, 3년 기간은 통상 1년 ~          7년 범위에서 협의 가능함</p> <p><input checked="" type="checkbox"/> 파기/반환 확인서 보관</p>
<p><b>(7) 위반 통보 및 구제</b>          수령자가 비밀정보의 무단 사용, 접근 또는 공개 사실을 인지한 경우, 정보제공자에게 즉시 서면으로 통지하고, 손해를 방지하거나 최소화하기 위해 모든 합리적인 조치를 취해야 한다.          정보제공자는 이에 대해 법적 또는 형평상 가능한 모든 구제조치를 청구할 수 있다.</p>	<p><b>(7) Breach Notification and Remedies</b>          If the Recipient becomes aware of any unauthorized use or disclosure of Confidential Information, it shall promptly notify the Discloser in writing and, at the Discloser's request, take all reasonable measures to mitigate the harm. The Discloser may pursue any and all legal or equitable remedies available for such breach.</p>	<p><input checked="" type="checkbox"/> 비밀 유출 발생 시 절차:          비밀정보가 외부에          유출되었거나 실수로 공개된          경우, 즉시 상대 기관에          통지하고 대응할 의무</p> <p><input checked="" type="checkbox"/> 상대 기관의 구제권한          확인: 비밀유지 위반 시          상대 기관이 법적 대응을          할 수 있다는 조항</p>



## 제9조

## 양도 및 하도급(ASSIGNMENT AND SUBCONTRACTING)



## 의 미

당사자가 계약상 의무나 권리를 상대방 당사자의 사전 서면 동의 없이 제3자에게 이전하거나 위탁하는 것을 제한



## 목 적

연구 수행의 일관성과 신뢰성을 확보하기 위해 당사자 간 합의된 책임 주체(특히 해외 참여기관 및 연구책임자)의 변경을 방지하는 데 목적



## 고려 사항

국내 주관기관 변경 가능성 및 해외 참여기관의 하도급 가능성 여부를 사전 검토하여 필요시 계약서 수정이나 서면 동의 필요

조항	Item	체크리스트
<p>본 과제 및 본 계약에 따른 당사자의 권리 또는 의무는 전체이든 일부이든 관계없이, 상대방의 사전 서면 동의 없이 어느 당사자도 양도, 하도급 또는 기타 방식으로 이전할 수 없다.</p> <p>당사자들은 본 과제의 수행에 있어 당사자 B 및 그 연구책임자의 신원이 본질적으로 중요하며, 이에 따라 본 계약상 의무는 위임이 불가함을 상호 인정한다.</p>	<p>Neither this Project nor any rights or obligations of any Party under this Agreement shall be assigned, subcontracted, delegated, or otherwise transferred, in whole or in part, by either Party without the prior written consent of the other Party. The Parties acknowledge that the identity of Party B and its Principal Investigator is material to the performance of this Project and that the duties under this Agreement are non-delegable.</p>	<input checked="" type="checkbox"/> 양 당사자는 본 연구의 제3자 양도나 하도급을 위해 상대방 당사자의 사전 서면 동의 필요 명시



국내 주관기관 입장에서는 해외 참여기관의 연구책임자와 기관의 전문성 및 신뢰성을 확보한 상태에서 과제가 안정적으로 수행되도록 통제할 수 있음



## 제10조

## 제3자의 권리 저촉(CONFLICTING THIRD-PARTY RIGHTS)

## 의미

과제 수행 및 그 결과물이 제3자의 지식재산권을 침해하지 않도록 사전에 조사하고, 침해 가능성이 발견될 경우 즉시 대처하며, 그로 인한 법적 책임을 당사자 B가 부담하도록 정하는 조항

## 목적

국내 주관기관이 과제 결과물에 대해 제3자의 권리 침해로 인한 법적 분쟁에 휘말리는 것을 방지하고, 위험을 최소화함

## 고려 사항

해외 참여기관은 과제 수행 전 제3자의 지식재산권을 침해하지 않도록 통상의 주의의무에 따라 조사를 실시하고, 침해 가능성 발견 시 국내 기관에게 신속히 통지하며, 관련 법적 분쟁이나 손해가 발생하지 않도록 적극적으로 방어 조치를 이행해야 함

조항	Item	체크리스트
<p>(1) 당사자 B는 과제의 수행 및 그 결과로 발생하는 과제 결과가 제3자의 지식재산권을 침해하지 않도록 적절한 수준의 사전 조사를 실시하여야 한다. 이와 관련된 모든 조사 비용은 당사자 B가 부담하며, 외부 법률 자문 비용도 이에 포함된다.</p>	<p>(1) Party B shall conduct appropriate due diligence to ensure that the performance of the Project and the resulting Project Results do not infringe any Intellectual Property rights of third parties. Party B shall bear all costs associated with such investigations, including any fees for external legal counsel.</p>	<input checked="" type="checkbox"/> 해외 참여기관은 과제 결과물이 제3자의 지식재산권(IP)을 침해하지 않도록 사전 조사를 수행해야 하며, 이에 대한 비용을 부담함
<p>(2) 본 계약에 따른 과제의 결과로 생성된 제품 또는 방법이 제3자의 권리를 침해하는 것으로 확인될 경우, 당사자 B는 즉시 당사자 A에게 이를 통지하고, 자체 비용으로 해당 과제 결과물이 제3자의 권리를 침해하지 않도록 대체 방안을 제시하고 이행하여야 한다.</p>	<p>(2) If any products or methods resulting from the Project under this Agreement are found to infringe third-party rights, Party B shall promptly notify Party A and shall, at its own expense, propose and implement alternative measures to ensure that the Project Results do not infringe such rights.</p>	<input checked="" type="checkbox"/> 해외 참여기관 연구 결과물의 제3자의 권리 침해가 확인되면, 해외 참여기관은 국내 주관기관에 즉시 통지하고, 대안을 제시 및 이행해야 하며, 관련 비용은 해외 참여기관이 부담함



책임 및 조치 의무가 해외 참여기관에 있으므로 국내 주관기관은 리스크 노출을 최소화할 수 있는 유리한 구조임

조항	Item	체크리스트
<p>(3) 당사자 B가 통상의 상업적 관행에 따라 요구되는 주의의무를 다하였을 경우 알았거나 알 수 있었던 제3자의 상충 권리에 대하여 당사자 A에게 통지하지 않은 경우, 당사자 B는 해당 상충 권리에 기인하여 발생하는 제3자의 모든 청구, 책임, 손해 및 비용으로부터 당사자 A를 면책시키고, 이를 방어하며, 당사자 A에게 손해가 발생하지 않도록 하여야 한다.</p>	<p>(3) To the extent that Party B fails to notify Party A of any conflicting third-party rights that it knew or, by exercising commercially reasonable diligence, should have known, Party B shall indemnify and hold harmless and defend against Party A from any and all claims, liabilities, damages, or expenses arising out of or relating to such conflicting third-party rights associated with the Project Results.</p>	<p><input checked="" type="checkbox"/> R&amp;D 계약에서는 제3자 특히 비침해 보증을 요구하지 않는 것이 관행이지만 해외 참여기관에 최소한의 '합리적인 주의 의무'를 부과함</p>



해외 참여기관이 제3자 권리에 대해 알았거나 상업적으로 합리적인 노력으로 알 수 있었음에도 불구하고 국내 주관기관에게 통지하지 않은 경우 손해 배상함



## 제11조 불가항력(FORCE MAJEURE)

### 의미

천재지변 등 예측 불가능하고 당사자의 통제를 벗어난 불가항력 사유가 발생한 경우, 그로 인한 계약상 의무 불이행에 대해 당사자에게 책임을 묻지 않는다는 조항

### 목적

천재지변이나 정부조치 등 당사자가 통제할 수 없는 외부 요인으로 인한 자연 또는 불이행에 대비하여, 계약상의 위험을 공정하게 분산하기 위함

### 고려 사항

불가항력 인정 범위와 통지 절차를 명확히 하고, 코로나19와 같이 예상 가능한 상황은 명시적으로 제외되어 있는지 확인해야 하며, 장기 불가항력 시 해지 조건도 면밀히 검토해야 함

조항	Item	체크리스트
<p><b>(1) 정의 및 면책</b></p> <p>불가항력 사유로 인해 계약상 의무 이행이 자연되거나 불가능해지는 경우, 어느 당사자도 그 이행 자연 또는 불이행에 대해 책임을 지지 않는다.</p> <p>불가항력 사유란, 예견이 불가능하고, 해당 당사자의 합리적인 통제를 벗어나며, 해당 당사자의 과실이나 태만으로 인해 발생하지 않았고, 해당 당사자가 상당한 주의의무(due diligence)를 다하였음에도 불구하고 방지하거나 극복할 수 없었던 사건을 의미한다. 이러한 사건에는, 예시적으로 천재지변(예: 지진, 홍수, 화재), 정부 또는 규제 당국의 행위, 폭동, 전쟁, 테러, 전염병, 생산 시설의 파괴, 운송 장애 또는 기타 유사한 통제 불가능한 사유가 포함될 수 있다.</p> <p>해당 당사자는 가능한 한 신속하게 의무 이행을 재개하기 위해 최선의 노력을 다해야 하며, 불가항력 사유로 인한 의무 이행의 중단은 해당 사유로 인해 필요한 최소한의 기간으로 한정된다.</p>	<p><b>(1) Definition and Exemption from Liability</b></p> <p>Neither Party shall be held liable for any failure or delay in performing its obligations under this Agreement caused by a <i>Force Majeure Event</i>—defined as an event that is unforeseeable, beyond the reasonable control of the affected Party, not resulting from its fault or negligence, and which the Party could not have prevented or overcome despite the exercise of due diligence. Such events may include acts of God, including but not limited to earthquakes, floods, fires), acts of government or regulatory authorities, riots, war, terrorism, epidemics, destruction of production facilities, transportation disruptions, or other similar events beyond the Party's control.</p> <p>The affected Party shall use its best efforts to resume performance as soon as reasonably practicable and may suspend performance only for the</p>	<input checked="" type="checkbox"/> 불가항력의 정의와 유형, 이행 불능 시 면책 규정, 최선 노력 의무 명시

조항	Item	체크리스트
	<p>duration reasonably necessary due to the <i>Force Majeure Event</i>.</p> <p> <b>TIP</b> 불가항력으로 인정되는 사유가 지나치게 포괄적이면 상대방이 계약 이행을 회피하는 데 악용될 수 있음</p>	
<b>(2) 통지 의무</b> 불가항력 사유가 발생한 경우, 영향을 받는 당사자는 자체 없이 서면으로 상대방에게 해당 사실을 통지하여야 하며, 그 통지에는 사건의 성격, 예상 지속 기간 및 계약 이행에 미치는 영향이 명시되어야 한다. 불가항력 사유가 종료된 경우, 해당 당사자는 즉시 서면으로 그 사실을 상대방에게 통지하고, 본 계약상 의무 이행을 즉시 재개하여야 한다.	<b>(2) Notification Obligation</b> Upon the occurrence of a <i>Force Majeure Event</i> , the affected Party shall notify the other Party in writing without undue delay, specifying the nature, expected duration, and impact of the event. Upon cessation of the <i>Force Majeure Event</i> , the affected Party shall immediately notify the other Party in writing and resume performance of its obligations under this Agreement.	<input checked="" type="checkbox"/> 통지 의무 및 기한 설정
	<p> <b>TIP</b> 상대방이 불가항력을 주장할 경우 반드시 즉시 서면통지가 있었는지 확인하고, 통지가 없었다면 면책 불인정 주장 가능</p>	
<b>(3) 계약의 해지</b> 불가항력 사유가 종료되거나 완화된 경우, 당사자들은 본 계약상 각자의 의무 이행을 재개하여야 한다. 단, 불가항력 사유로 인해 계약상 의무 이행이 [30일] 이상 지속적으로 불가능한 경우, 어느 당사자든 [15일] 전 서면 통지를 통해 본 계약을 해지할 수 있다.	<b>(3) Termination of the Agreement</b> Following the cessation or abatement of a <i>Force Majeure Event</i> , the Parties shall resume performance of their respective obligations under this Agreement. However, if the <i>Force Majeure Event</i> prevents performance for a continuous period exceeding [thirty (30) days], either Party may terminate this Agreement by providing [fifteen (15) days] prior written notice to the other Party.	<input checked="" type="checkbox"/> 불가항력 사유가 30일 이상 지속되는 경우 계약 해지 가능 여부와 절차(15일 사전 서면 통지 포함)를 명확히 함
	<p> <b>TIP</b> 상대방이 장기간 이행 지연 시 계약 해지를 통한 대응이 가능</p>	



## 제12조 계약기간 및 종료(TERM AND TERMINATION)

### 의미

계약의 효력이 발생하고 종료되는 시점을 명확히 정의하고, 계약을 종단 또는 해지할 수 있는 사유를 규정

### 목적

계약의 유효 기간과 종료 조건을 규정해 당사자 간 권리 및 의무의 범위를 명확히 하고 계약 이행의 안정성을 확보

### 고려 사항

해외 참여기관에서는 연구개발계약을 임의해지 할 수 있는 조항을 요구하는 것이 일반적이나, 해외 참여기관의 일방적 계약 해지는 국내 주관기관에게는 큰 피해가 발생할 가능성이 높으므로 상호동의에 의한 해지는 인정해 주되 일방적 해지 조건을 면밀히 검토

대한민국 정부 지원 연구개발과제는 미리 약정한 사유가 없는 한, 해외 참여기관이 임의로 해지할 수 없도록 규정

조항	Item	체크리스트
<p><b>(1) 계약기간</b> 본 계약은 서명일로부터 효력을 발생하며, 본 계약에 따른 조기 종료가 되지 않는 한, [YYYY년 MM월 DD일]까지 유효하다. 계약기간의 연장 또는 변경은 당사자 A와 당사자 B 간의 서면 합의에 의해서만 가능하다.</p>	<p><b>(1) Term</b> This Agreement shall become effective as of the date of execution and shall remain in effect until [DD-MM-YYYY], unless earlier terminated in accordance with the provisions herein. The Parties may extend or amend the term of this Agreement only by mutual written agreement.</p>	<input checked="" type="checkbox"/> 계약 유효기간은 서명일로부터 특정일 ([DD-MM-YYYY])까지이며, 연장은 쌍방 서면 합의로만 가능함을 확인할 것
<p><b>(2) 상호 합의에 의한 조기 종료</b> 본 계약은 당사자 A 및 당사자 B의 서면 합의에 따라 언제든지 종료할 수 있다.</p>	<p><b>(2) Termination by Mutual Consent.</b> This Agreement may be terminated at any time by mutual written consent of both Party A and Party B.</p>	<input checked="" type="checkbox"/> 양 당사자가 서면으로 동의하면 언제든지 계약을 종료할 수 있음
<p><b>(3) 일방적 해지</b> 다음 각 호의 사유가 발생하는 경우, 어느 일방 당사자는 상대방에게 서면으로 통지함으로써 본 계약을 조기 종료할 수 있다.</p>	<p><b>(3) Unilateral Termination</b> Either Party may terminate this Agreement upon written notice to the other Party in any of the</p>	<input checked="" type="checkbox"/> 해외 참여기관은 계약을 일방적 임의해지 조항 추가를 요구하는 경우가 많지만, 국가 연구비



종료일 전에 사전 검토를 통해 연장 필요 여부를 판단하고 협상 타이밍을 조절할 수 있음

조항	Item	체크리스트
<p>(a) 상대방이 정당한 사유 없이 과제 수행에 협조하지 않아 연구개발 과제 목적 달성이 불가능하게 된 경우</p> <p>(b) 상대방이 본 계약 이행과 관련하여 불법 또는 부당한 행위를 한 경우</p> <p>(c) 당사자 A와 관련 전문기관 간의 협약이 종료되거나, 전문기관의 평가 결과에 따라 과제가 중단된 경우</p> <p>(d) 상대방의 중대한 계약 위반으로 인해 과제 수행이 불가능하게 된 경우</p> <p>(e) 상대방이 지급불능 상태에 이르거나 파산을 신청하거나, 회생절차 등으로 인해 정상적인 사업 수행이 불가능하게 된 경우</p> <p>(f) 제출된 문서에 하위가 발견되었거나 과제와 관련하여 연구부정행위가 발생한 경우</p>	<p>following circumstances:</p> <p>(a) Where the achievement of the R&amp;D Project's objective has become unfeasible due to the other Party's unjustified failure to cooperate in performing the Project;</p> <p>(b) Where the other Party engages in unlawful or improper conduct in connection with the performance of this Agreement;</p> <p>(c) Where the agreement between Party A and the relevant Specialized Institution is terminated, or the Project is suspended as a result of an evaluation by the Specialized Institution;</p> <p>(d) Where continued performance of the Project becomes impracticable due to a material breach of this Agreement by the other Party;</p> <p>(e) Where the other Party becomes insolvent, files for bankruptcy, or becomes incapable of operating its business due to the commencement of corporate rehabilitation or similar proceedings; or</p> <p>(f) Where any submitted documents are found to be false, or research misconduct is established in relation to the Project.</p>	<p>지원을 받는 과제임을 고려할 때 동의할 수 없음</p>



한정 열거 사유(특정 사유)가 발생하면 어느 한쪽이 일방적으로 계약을 종료할 수 있음을 인지하고, 해당 사유를 구체적으로 검토할 것

#### (4) 종료의 효력

제2항 또는 제3항에 따라 계약이 종료되는 경우에는 다음 각 호를 따른다:

(a) 당사자 B는 계약 종료일로부터 [30일] 이내에 연구비 정산 내역서 및 과제 결과보고서를 당사자 A에게 제출하여야 한다.

(b) 미사용 연구비는 당사자 간 협의를 통해 당사자 A에게 반환한다.

#### (4) Effect of Termination

In the event of termination under Sections 4(2) or 4(3) above:

(a) Party B shall, within [thirty (30) days] from the effective date of termination, submit to Party A a final statement of accounts for the Research Expenses and a report on the Project Results;

#### 계약 조기 종료에 따라

해외 참여기관이 국내 주관기관에 최종 보고서 및 정산 내역서를 제출하고 미사용 연구비를 반환하도록 함

조항	Item	체크리스트
(c) 종료 통지를 받은 당사자 B는 통지서에 명시된 종료일 및 범위에 따라 본 계약상의 모든 활동을 즉시 중단한다.	(b) Any unspent Research Expenses shall be returned to Party A through mutual consultation between the Parties; and (c) Upon receipt of written notice of termination, Party B shall immediately cease all activities under this Agreement as of the date and to the extent specified in the notice of termination.	
<p> <b>TIP</b> 잔여 연구비 반환 조항에 대해 해외 기관이 받아들이지 않으면, 정부과제 기준과 연계 시 설득력 높아짐. 단, 이러한 설득에도 합의되지 않는 경우에는 "본 계약 종료 시점 기준으로 미사용 잔액은 상호 협의 하에 반환한다"로 수정</p> <p> <b>TIP</b> 미사용 연구비는 원칙적으로 당사자 A에게 반환되도록 하되, 해외기관의 요청이 있을 경우 학생 인건비 등 해당 기관의 내부 규정상 반환이 불가능한 항목에 대해서는 사전 협의 및 예의 인정 여부를 명확히 할 수 있도록 계약서에 반영</p>		
<p><b>[취사 옵션]</b> (d) (마일스톤 미이행 시 연구비 처리) 본 계약에 따른 연구비가 마일스톤(단계별)으로 책정되어 있고, 그 중 일부 마일스톤 단계에 대하여 이행 조건이 정하여진 경우, 당사자 B가 해당 마일스톤 단계의 조건을 이행하지 못한 경우에는, 당사자 B는 이행하지 못한 마일스톤 단계 및 그 이후 단계에 대한 연구비를 당사자 A에게 청구할 수 없으며, 이미 지급받은 경우에는 이를 반환하여야 한다. 다만, 당사자 B가 해당 마일스톤 단계의 일부를 이행한 경우에는 실제 사용한 비용을 적절한 증빙자료와 함께 당사자 A에게 청구할 수 있다. 또한, 당사자 B가 이행하지 못한 마일스톤 단계와 관련하여 남은 미사용 연구비는 양 당사자의 협의에 따라 당사자 A에게 반환하여야 한다.</p>	<p><b>[Option]</b> (d) In the event that the research funds under this Agreement are allocated based on milestones, and certain milestones are subject to specified performance conditions, if Party B fails to fulfill the conditions of a given milestone, Party B shall not be entitled to claim from Party A the research funds for such milestone or for any subsequent milestones, and any amounts already received shall be returned to Party A. Provided, however, that if Party B has partially performed the relevant milestone, Party B may claim from Party A the actual expenses incurred, supported by appropriate evidence. Furthermore, with respect to the milestone not performed by Party B, any unused</p>	<input checked="" type="checkbox"/> <b>본 조항은 단계별 이행 조건이 포함된 R&amp;D 과제에서, 당사자 B가 선행 마일스톤을 달성하지 못해 다음 단계 진행이 불가능한 상황에도 불구하고, 실제 지출액을 과다하게 산정하거나 잔액을 반환하지 않는 위험을 방지하기 위한 규정. 즉, 성과 없는 비용 청구를 막고, 미사용 연구비를 회수하여 당사자 A의 재정적 손실을 최소화하는 장치</b>

조항	Item	체크리스트
<p><b>(5) 면책 조항</b> 당사자 일방이 제12조 제3항에 따라 계약을 종료하는 경우, 해당 종료가 본 계약의 조건에 따라 적법하게 이루어진 것이라면, 그 종료 자체를 이유로 상대방에게 발생한 직·간접적인 손해, 손실 또는 비용에 대해 어떠한 책임도 지지 않는다.</p>	<p>portion of the research funds shall be returned to Party A upon consultation between the Parties.</p> <p><b>(5) Limitation of Liability for Termination</b> Either Party shall not be liable to the other Party for any direct or indirect damages, losses, or costs arising solely from the termination of this Agreement pursuant to Section 12(3), provided that such termination is exercised in accordance with the terms and conditions set forth herein.</p>	<p><input checked="" type="checkbox"/> 당사자 일방이 계약을 적법하게 해지할 경우, 해지 그 자체만으로는 상대방에게 손해배상 책임이 발생하지 않도록 명시</p>



국내 주관기관이 제3항에 따라 정당한 해지권을 행사했을 때, 해외 참여기관으로부터 손해배상을 청구당하지 않도록 보호받을 수 있음



## 제13조

## 진술 및 보증(REPRESENTATIONS AND WARRANTIES)

## 의미

각 당사자는 계약 체결 및 이행 권한이 있음을 보증하고, 과제 수행에 필요한 자격과 주의의무를 다할 것을 약속하며, 수출규제 준수와 정보 제공의 정확성을 일정 범위 내에서 보증

## 목적

상대방이 계약을 신뢰하고 공동 연구개발을 진행할 수 있도록 법적 권한, 수행 능력, 수출규제 준수, 정보 신뢰성에 대한 기본 보장을 명확히 하기 위함

## 고려 사항

당사자의 법적 권한, 서명자의 자격, 참여 인력의 전문성 및 수행 방식의 적절성  
국내외 수출통제법, 기술이전 규제, 국가안보 관련 법령의 적용 여부를 명시

조항	Item	체크리스트
<p><b>(1) 권한 및 과제 수행</b> 각 당사자는 다음을 진술하고 보증한다.</p> <p>(a) 본 계약을 체결하고 그에 따른 의무를 이행할 완전한 권한을 보유하고 있으며, 본 계약에 서명하는 자는 적법한 권한을 부여받았다.</p> <p>(b) 본 과제 수행에 있어 적절한 자격을 갖춘 인력을 활용하여 전문적이고 성실한 방식으로 기술과 주의를 다해 책임을 이행한다.</p>	<p><b>(1) Authority and Performance</b> Each Party represents and warrants that:</p> <p>(a) It has the full power and authority to enter into and perform its obligations under this Agreement, and that the individual executing this Agreement on its behalf is duly authorized to do so;</p> <p>(b) It will perform its responsibilities under the Project in a professional and workmanlike manner, using personnel with appropriate qualifications and exercising reasonable skill and care.</p>	<input checked="" type="checkbox"/> 상대방이 계약 체결과 과제 수행에 필요한 권한과 인력을 적법하게 보유하고 있는지 확인6
<p><b>(2) 수출 규제 준수</b> 당사자 B는 본 계약 발효일 기준으로, 연구개발 결과물의 당사자 A에 대한 수출, 이전 또는 공개를 금지하거나 제한하는 관련 법령, 규제 또는 정부의 제한이 존재하지 않음을 진술하고 보증한다.</p>	<p><b>(2) Export Compliance</b> Party B represents and warrants that, as of the Effective Date of this Agreement, no applicable law, regulation, or governmental restriction prohibits or limits the export, transfer, or disclosure of the Project results to Party A.</p>	<input checked="" type="checkbox"/> 해외 참여기관이 국내 주관기관에 과제 결과물을 제공함에 있어서 당사국의 법, 규제 등에 의한 제한이 없음을 보증



상대 기관이 자격·권한을 갖추었음을 보증받아 리스크 감소



계약 체결 시점 기준으로 수출 제한 가능성을 사전에 배제함

조항	Item	체크리스트
<p><b>(3) 정보의 정확성과 책임 제한</b>            각 당사자는 과제 수행 과정에서 제공하는 정보 및 자료의 정확성을 확보하기 위하여 합리적인 노력을 기울인다. 다만, 과실로 인한 부정확성 또는 누락이 아닌 경우, 해당 정보 또는 자료의 정확성, 완전성, 특정 목적에 대한 적합성에 관하여 명시적 또는 묵시적 보증을 하지 않으며, 그로부터 발생하는 결과에 대하여 책임을 지지 않는다. 단, 과실이 있는 경우를 제외하고는, 정보의 부정확성 또는 누락으로 인해 발생하는 손실이나 손해에 대해 어떠한 책임도 지지 않는다.</p>	<p><b>(3) Accuracy of Information and Limitation of Liability</b>            Each Party shall use reasonable efforts to ensure the accuracy of any information or materials it provides in connection with the Project. However, except where such information is inaccurate or incomplete due to that Party's negligence, no representations or warranties—express or implied—are made regarding the accuracy, completeness, or suitability of such information or materials for any particular purpose. Neither Party shall be liable for any loss or damage arising from any such inaccuracies or omissions, except in the case of negligence.</p>	<input checked="" type="checkbox"/> 당사자가 제공하는 정보의 정확성 유지 의무와 책임 범위를 명시
<p><b>(4) 보증 제한</b>            본 계약에서 달리 명시적으로 규정한 경우를 제외하고, 당사자들은 명시적이거나 묵시적인 모든 종류의 보증을 하지 않으며, 이는 상품성, 특정 목적에의 적합성, 등록 또는 출원 중인 특허의 유효성, 발견 가능한지 여부를 불문한 잠재적 또는 기타 결함의 부존재 등에 대한 보증을 포함하되 이에 한정되지 않는다.</p>	<p><b>(4) NO WARRANTIES</b>            Except as otherwise expressly set forth in this agreement, the Parties make no representations or warranties of any kind, express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, validity of any registered or pending patents, and the absence of latent or other defects, whether or not discoverable.</p>	<input checked="" type="checkbox"/> R&D 계약에서는 특허의 유효성이나 권리 귀속에 대한 보증은 필요가 없는 경우가 대부분이며, 제3자 특허 비침해 보증은 연구비 대비 리스크가 커 실무상 포함되지 않음



## 제14조 손해보전(INDEMNIFICATION)

### 의미

당사자가 계약상 또는 법률상 위반, 과실 등으로 인해 상대방에게 발생한 손해에 대해 일정 범위 내에서 배상 책임을 지는 조항

### 목적

계약 당사자 간 책임 분배를 명확히 하여, 제3자 청구나 손해 발생 시 신속하고 공정한 대응을 가능하게 하려는 데 목적

### 고려 사항

민법상 손해보상은 불법행위나 계약위반 시 법률에 의해 자동으로 발생하는 책임이고, 일반적으로 과실이나 고의가 있어야 하는 반면, 계약상 손해보전 (indemnification)은 당사자 간 약정에 의해 특정 상황에서 한쪽이 다른 쪽을 방어하거나 손해를 보전하도록 사전에 정한 책임으로, 귀책사유가 없어도 책임질 수 있음

계약법상 손해보전(Indemnification)과 면책(Exemption 또는 Limitation of Liability) 조항은 모두 당사자의 책임 범위를 조절하기 위한 도구지만, 손해보전은 상대방의 손해 또는 제3자의 청구를 보전해 주는 조항인데 반하여, 면책 조항은 특정 책임에서 벗어나거나 책임의 범위를 제한하는 조항이라는 점에서 법적 효과와 방향성에서 본질적인 차이가 있음

조항	Item	체크리스트
<p><b>(1) 손해보전 의무</b> 각 당사자(“보상당사자”)는 상대방 당사자 및 그 임원, 연구자, 직원, 대리인 및 기타 인력 (“보상대상자”)에게 다음 각 호에 해당하는 청구로 인해 발생한 손해, 비용, 경비(합리적인 변호사 비용 포함) 및 기타 직접적인 손실에 대하여 배상하고, 방어하며, 책임이 없도록 한다.</p> <p>(i) 보상당사자의 본 계약 또는 관련 법령 위반 (ii) 보상당사자의 과실, 부작위 또는 고의적인 위법행위 보상당사자의 본 조에 따른 손해보전 책임은 본 계약에 따라 지급받은 연구개발비의 총액을 한도로 한다.</p>	<p><b>(1) Indemnity Obligation</b> Each Party (the “Indemnifying Party”) shall indemnify, defend, and hold harmless the other Party and its officers, researchers, employees, agents, and personnel (the “Indemnified Party”) from and against any and all damages, costs, expenses (including reasonable attorneys’ fees), and other out-of-pocket losses incurred by the Indemnified Party in connection with any claim arising out of or related to:</p> <p>(i) any breach of this Agreement or applicable law by the Indemnifying Party; or (ii) any negligent act, omission, or willful misconduct by the Indemnifying Party.</p>	<input checked="" type="checkbox"/> 상대방에게 손해를 끼쳤을 경우, 손해를 배상하고 법적 책임을 방어할 의무가 있는지 확인

조항	Item	체크리스트
	<p>The Indemnifying Party's liability under this Section shall be limited to the amount of R&amp;D Expenses paid to it under this Agreement.</p> <p> <b>TIP</b> 손해배상 범위가 광범위하거나 예외 규정 없이 단독 책임으로 설정되어 있으면 과도한 부담이 될 수 있으며, 배상책임이 "받은 연구비 범위 내"로 제한되어 있으므로 책임 범위가 과도하게 확장되는 것을 방지하고 있음</p>	<input checked="" type="checkbox"/> 상대방으로부터 손해배상을 청구받을 경우, 신속히 서면 통지하고 적극적으로 방어할 수 있는 권리가 있는지 확인
(2) 청구에 대한 통지 및 방어	(2) Notice and Defense of Claims	<input checked="" type="checkbox"/> 손해배상 방어나 해결 과정에서 서로 정보를 공유하고 협의할 수 있는 절차가 명시되어 있는지 확인
<p>보상대상자는 본 계약에 따른 손해보전을 청구하고자 하는 경우, 해당 청구에 대해 지체 없이 보상당사자에게 서면으로 통지하여야 한다. 보상당사자가 해당 청구의 방어 또는 합의를 적극적이고, 성실하며, 선의로 수행하지 않을 경우, 보상대상자는 본 조항에 따른 권리를 침해하지 않는 범위에서 단독 재량으로 자신의 이익 보호를 위해 필요한 조치를 취할 수 있으며, 그에는 법률 대리인 선임, 방어, 합의 또는 기타 해결 방식이 포함될 수 있다.</p> <p> 해외 참여기관이 분쟁 방어에 소극적일 경우 국내 주관기관이 주도적으로 방어 가능하다는 점에서 실무적 유연성이 있음</p>	<p>The Indemnified Party shall promptly notify the Indemnifying Party in writing of any claim for which indemnification is sought under this Agreement. If the Indemnifying Party fails to actively, diligently, and in good faith assume and conduct the defense or settlement of such claim, the Indemnified Party may, at its sole discretion and without prejudice to its rights under this Section, take any actions it deems necessary to protect its interests, including engaging counsel and defending, settling, or otherwise resolving the claim.</p>	
(3) 협의 및 참여	(3) Consultation and Participation	
<p>보상당사자는 해당 청구의 방어 및 해결과 관련한 모든 주요 진행 상황을 보상대상자에게 합리적으로 통지하고 협의하여야 한다. 보상대상자는 자체 비용으로 원하는 법률 대리인을 선임하여 방어 또는 합의 협의에 참여할 수 있다. 단, 보상당사자가 본 조에 따른 손해보전 의무를 성실히 이행하고 있는 경우, 보상당사자는 보상대상자의 그러한 참여로 인해 발생한 법률 비용이나 경비에 대해 책임을 지지 않는다.</p>	<p>The Indemnifying Party shall consult with the Indemnified Party and keep it reasonably informed of all material developments relating to the defense and settlement of any claim. The Indemnified Party may, at its own expense, participate in the defense or settlement negotiations with counsel of its choosing. However, the Indemnifying Party shall not be</p>	

조항	Item	체크리스트
	<p>responsible for the legal fees or expenses incurred by such participation, provided it is fulfilling its indemnification obligations under this Section.</p> <div style="border: 1px solid #ccc; padding: 5px; margin-top: 10px;"> <span style="color: #0070C0; font-weight: bold;">TIP</span> 국내 주관기관이 분쟁 참여를 원할 경우 자체 비용 부담이 발생하지만, 핵심 이익이 걸린 경우 대응력을 확보할 수 있음       </div>	
<b>(4) 합의에 대한 사전 동의</b> 상기 내용에도 불구하고 보상당사자는 보상대상자의 사전 서면 동의 없이 제3자의 청구와 관련하여 어떠한 타협, 합의 또는 판결에도 동의하여서는 안 된다.	<b>(4) Settlement Consent</b> Notwithstanding the foregoing, the Indemnifying Party shall not agree to any compromise, settlement, or entry of judgment relating to a third-party claim without the prior written consent of the Indemnified Party.	<input checked="" type="checkbox"/> 보상당사자가 합의나 판결을 결정하기 전에 상대방의 사전 동의를 받아야 하는지 확인



## 제15조 수출통제 및 관리(EXPORT CONTROL)



## 의 미

연구 및 기술자료의 국외 이전이 각국의 수출통제 및 관련 법규를 위반하지 않도록 보장하고, 당사자가 자국의 법령에 따른 필요한 허가나 승인을 사전에 확보하도록 규정



## 목 적

국가 간 기술이전 및 연구성과 공유 과정에서 발생할 수 있는 법적 제재나 수출통제 위반을 사전에 방지하여, 계약의 안정적 이행과 당사자의 법적 책임 회피를 위한 안전장치를 마련하는데 목적



## 고려 사항

제공·이전되는 기술정보나 성과물에 수출규제 대상 기술이 포함되어 있는지  
적용 가능한 국내외 수출통제 법령(예: 미국 EAR나 국제무기거래규정(미 국무부), 유럽 EU 이중용도 품목 수출통제 규정 등)의 범위  
허가가 필요한 경우, 어느 당사자가 허가 신청 의무를 부담하는지의 명확화  
특정 연구성과에 외국 기술이 포함되었거나 상대방의 기술이전이 요구되는 경우, 수출입 규제 대상 기술인지 여부, 적용 국가의 제재 법령, 허가 신청 필요성 등을 사전에 검토하고 관련 책임소재를 계약서에 명확히 규정할 필요가 있음

조항	Item	체크리스트
<p>(1) 각 당사자는 본 계약의 이행과 관련하여 적용 가능한 모든 수출통제 및 제재 법령 및 규정을 준수하여야 한다. 각 당사자는 상대방으로부터 제공 받은 기술정보 또는 그러한 정보를 포함하는 연구개발성과물을 수출, 재수출 또는 이전하기 전에, 해당 법령에 따라 필요한 경우 관할 당국으로부터 모든 관련 허가, 적절한 승인이나 사전 서면 승인을 취득하여야 한다. 양 당사자는 본 계약에 따른 활동이 해당 수출통제 규정의 적용을 받을 수 있음을 인지하고 있으며, 상대방에 의해 발생할 수 있는 위반을 포함하여 어떠한 위반도 발생하지 않도록 합리적인 주의를 기울여야 한다.</p>	<p>(1) Each Party shall comply with all applicable export control and sanctions laws and regulations in connection with the performance of this Agreement. Each Party shall obtain all necessary licenses or other appropriate authorization or prior written approvals from the relevant authorities before exporting, re-exporting, or transferring any technical information received from the other Party, or any Project Results incorporating such information, if required by applicable laws. The Parties acknowledge that the activities under this Agreement may be subject to such regulations and shall take reasonable care to ensure that no violations occur.</p>	<p><input checked="" type="checkbox"/> 각국의 수출통제 법령 준수 의무, 사전 허가 또는 승인 취득 조건, 책임 주체 명시</p> <p><input checked="" type="checkbox"/> 해당 조항이 포함되면 국내 주관기관은 해외 참여기관의 수출통제 위반 시 사전 통지 및 조치 요구 근거를 마련할 수 있음</p>

조항	Item	체크리스트
	<p>including those caused by the other Party.</p> <p> <b>TIP</b> 본 계약과 관련하여 자국 및 상대국의 수출통제 법령을 준수하고 필요한 수출 허가 또는 승인을 사전에 취득 해야 하는지 확인</p>	
(2) 전항에도 불구하고, 각 당사자는 자기의 행위 또는 부작위로 인해 발생하는 수출통제 또는 제재 위반에 대해 단독으로 책임을 진다. 한 당사자의 위반으로 인해 상대방이 손해, 처벌 또는 징계를 입은 경우, 해당 위반 당사자는 상대방을 면책시키고 손해를 보상해야 한다.	(2) Notwithstanding the foregoing, each Party shall bear sole responsibility for any export control or sanctions violations arising from its own actions or omissions. In the event that one Party's violation causes liability, penalties, or delays to the other Party, the violating Party shall indemnify and hold the other Party harmless.	<input checked="" type="checkbox"/> 국내 주관기관의 연구자가 예기치 않은 수출통제 위반 책임이나 불균형한 부담을 지지 않도록 실질적인 보호장치 역할을 함



## 제16조 준거법과 분쟁해결 관할 (GOVERNING LAW AND DISPUTE JURISDICTION)



## 의 미

계약의 적용이나 해석의 기준이 되는 법 및 계약상 분쟁 발생 시 해결 절차와 관할 권한을 규정



## 목 적

계약의 해석, 분쟁, 권리, 의무에 적용될 법체계와 분쟁의 해결 기관을 명확히 정하여 당사자 간의 법적 불확실성을 최소화하고 절차적 효율성을 확보



## 고려 사항

계약의 해석 및 이행에 적용되는 준거법과, 해당 계약과 관련된 분쟁이 발생했을 때 소송이나 중재를 담당하게 될 분쟁 관할 지역(재판 관할)은 일치시키는 것이 바람직

**[유형1]** 대한민국 법률을 준거법으로 지정하며, 분쟁 발생 시 30일간의 협의 후 대한민국 법원에서 해결하도록 하는 조항으로, 국내 주관기관이 소송 시 절차적 이점을 확보할 수 있으나, 상대 기관이 동의하지 않을 가능성이 있음

**[유형2]** 대한민국 법률을 준거법으로 지정하며, 분쟁은 대한상사중재원의 단독 중재인이 서울에서 영어로 해결하도록 규정하여 신속성과 국제 집행 가능성을 확보할 수 있으나, 중재 비용과 절차 부담이 존재할 수 있음

**[유형3]** 싱가포르를 중재지로 설정하고 싱가포르 법을 준거법으로 지정하며, 싱가포르 국제중재센터(SICA)의 3인 중재인에 의해 영어로 분쟁을 해결하도록 정함으로써 제3국의 중립성과 신뢰성을 확보하나, 거리·비용·언어 등 실무 부담이 커질 수 있음

**[유형4]** 피소 당사자 소재 국가의 법률을 준거법으로 하며, 피소 당사자 소재 국가 법원에서 분쟁을 해결하도록 하는 조항으로, 피고가 국내 주관기관인 경우 한국 법과 법원, 해외 참여기관인 경우 상대국 법과 법원을 따르도록 구분 규정하여 방어 당사자의 절차적 편의를 보장하나, 국내 주관기관이 원고일 경우 외국법 적용 부담이 있음

**[유형5]** 해외 참여기관의 국가 법률을 준거법으로, 해당 국가의 법원을 전속관할로 지정함으로써 상대 기관과의 협상 유연성을 확보할 수 있으나, 국내 주관기관 입장에서는 법률적·절차적 불리함

조항	Item	체크리스트
<p>[유형1] 대한민국 법 및 대한민국 법원</p> <p>(1) 준거법</p> <p>본 계약은 법률 충돌 규정과 관계없이 대한민국의 법률에 따라 해석되고 적용된다.</p> <p>(2) 협상: 전속관할</p> <p>이 계약에 따라 발생하거나 이와 관련된 모든 분쟁, 논쟁 또는 청구(각각</p>	<p>[Type1]</p> <p>(1) Governing Law</p> <p>This Agreement shall be governed by and construed in accordance with, the laws of the Republic of Korea, without regard to its conflict-of-law rules.</p> <p>(2) Negotiation: Exclusive</p>	<p><input checked="" type="checkbox"/> [유형1] 대한민국 법률을 준거법, 대한민국 법원을 분쟁해결 전속관할로 하는 유형</p>

조항	Item	체크리스트
<p>“분쟁”)는 우선적으로 양 당사자 간의 성실한 협의를 통해 해결하도록 한다. 서면 통지일로부터 30일 이내에 협의에 도달하지 못할 경우, 모든 분쟁은 대한민국 법원의 전속관할에 따라 최종적으로 해결된다.</p> <p><b>(3) 변호사 비용</b> 재판에서 승소한 당사자는 법원이 인정하는 범위 내에서 상대방으로부터 합리적인 변호사 비용 및 기타 소송비용을 회수할 수 있다.</p>	<p><b>Jurisdiction</b> Any dispute, controversy, or claim arising out of or in connection with this Agreement (each, a “Dispute”) shall first be resolved through good-faith negotiations between the Parties. If the Parties are unable to reach settlement within thirty (30) days after written notice of the Dispute, the courts of the Republic of Korea shall have exclusive jurisdiction to finally resolve the matter.</p> <p><b>(3) Attorneys’ Fees</b> The prevailing Party in any adjudicated Dispute shall be entitled to recover from the other Party its reasonable attorneys’ fees and other costs incurred, in addition to any relief awarded by the court, as the tribunal shall determine.</p>	<p><input checked="" type="checkbox"/> [유형2] 대한민국 법률을 준거법으로 하되, 분쟁 발생시 법원이 아닌 중재절차를 따르며, 대한 상사중재원을 중재기관으로 정하는 유형</p>
<p><b>[Type2]</b> <b>(1) 준거법</b> 본 계약은 법률을 충돌 규정과 관계없이 대한민국의 법률에 따라 해석되고 적용된다.</p> <p><b>(2) 협상: 중재</b> 양 당사자는 상호 협상을 통해 분쟁을 해결하기 위해 성실히 노력해야 한다. 협의에 실패할 경우, 분쟁은 대한상사중재원의 국제중재 규칙에 따라 중재를 통해 최종적으로 해결한다.</p>	<p><b>[Type2]</b> <b>(1) Governing Law</b> This Agreement shall be governed by, and construed in accordance with, the laws of the Republic of Korea, without regard to its conflict-of-law rules.</p> <p><b>(2) Negotiation; Arbitration</b> The Parties shall attempt in good faith to resolve any Dispute by mutual negotiation. Failing settlement, the Dispute shall be finally resolved by arbitration under the International</p>	<p><input checked="" type="checkbox"/> [유형2] 대한민국 법률을 준거법으로 하되, 분쟁 발생시 법원이 아닌 중재절차를 따르며, 대한 상사중재원을 중재기관으로 정하는 유형</p>

조항	Item	체크리스트
<p>(i) 중재판정부는 중립적인 단독 중재인 1인으로 구성한다.</p> <p>(ii) 중재지(법적 장소)는 대한민국 서울특별시로 한다.</p> <p>(iii) 중재절차 언어는 별도 합의가 없는 한 영어로 한다.</p> <p>(iv) 중재인의 판정은 양 당사자에게 최종적이고 구속력이 있으며, 관할 법원에서 집행될 수 있다. 각 당사자는 해당 판정에 대한 항소 또는 집행에 대한 이의를 철회한다.</p> <p><b>(3) 변호사 비용</b> 중재에서 승소한 당사자는 중재인이 정하는 범위 내에서 합리적인 변호사 비용 및 기타 비용과 함께 법원이 인정한 기타 구제책을 함께 회수할 수 있다.</p>	<p>Arbitration Rules of the Korean Commercial Arbitration Board.</p> <p>(i) The tribunal shall consist of a single neutral arbitrator.</p> <p>(ii) The seat (legal place) of arbitration shall be Seoul, Republic of Korea.</p> <p>(iii) Unless otherwise agreed, the language of the proceedings shall be English.</p> <p>(iv) The arbitrator's award shall be final and binding on the Parties and may be enforced in any court of competent jurisdiction. Each Party irrevocably waives any right of appeal or objection to enforcement of the award, to the fullest extent permitted by applicable law.</p> <p><b>(3) Attorneys' Fees</b> The prevailing Party in the arbitration shall be entitled to recover its reasonable attorneys' fees and other costs, as determined by the tribunal, together with any other relief granted.</p>	
<p> <b>TIP</b></p> <p>[유형1]과 마찬가지로 국내 기관에 가장 유리하지만 해외 참여기관의 동의를 얻기가 가장 어려움</p>		<p><input checked="" type="checkbox"/> [유형3] [유형1], [유형2]에 비하여 국내기관에 유리하지는 않지만, 양 당사자에게 형평성 있는 유형. 단판에 의한 중재 절차는 보편적으로 영국 혹은 싱가포르에서 진행</p>

조항	Item	체크리스트
<p>(i) 중재지는 싱가포르이며, 언어는 영어로 한다.</p> <p>(ii) 중재인은 계약법 전문 경력 10년 이상의 중립적 변호사 3인으로 구성된다.</p> <p>(iii) 이 계약에 따른 모든 권리·의무는 싱가포르 법에 따라 해석·이행되며, 국제사법 규정은 배제한다.</p> <p>(iv) 국제물품매매계약에 관한 UN 협약(CISG)은 이 계약에 적용되지 않는다.</p> <p><b>(2) 변호사 비용</b> 중재에서 승소한 당사자는 중재인이 정하는 범위 내에서 합리적인 변호사 비용 및 기타 비용과 함께 법원이 인정한 기타 구제책을 함께 회수할 수 있다.</p> <p><b>(3) 판정의 최종성</b> 중재 판정은 최종적이고 구속력이 있으며, 관할 법원에서 집행될 수 있다.</p>	<p>Arbitration Centre (SIAC).</p> <p>(i) The seat of arbitration shall be Singapore; proceedings shall be conducted in English.</p> <p>(ii) The tribunal shall comprise three neutral arbitrators, each a lawyer with at least ten (10) years' professional experience in contract law.</p> <p>(iii) Singapore law shall govern, interpret, and enforce all rights, duties, and obligations arising out of or relating to this Agreement, without regard to conflict-of-law principles.</p> <p>(iv) The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.</p> <p><b>(2) Attorneys' Fees</b> The prevailing Party in the arbitration shall be entitled to recover its reasonable attorneys' fees and other costs, as determined by the tribunal, together with any other relief granted.</p> <p><b>(3) Finality</b> The award shall be final and binding and may be enforced in any court of competent jurisdiction.</p>	<p><input checked="" type="checkbox"/> [유형4] 피소 당사자 소재 국가의 법률을 준거법으로 하고, 피소 당사자 소재 국가의 법원을 전속관할 법원으로 하는 유형</p> <p><b>(1) 협상: 준거법 및 관할</b> 양 당사자는 분쟁 발생 시 성실한</p>
<p><b>[Type4]</b></p> <p><b>(1) Negotiation: Applicable Law and Forum</b> The Parties shall attempt in good faith to resolve any Dispute by mutual agreement. If no</p>	<p><input checked="" type="checkbox"/> [유형4] 피소 당사자 소재 국가의 법률을 준거법으로 하고, 피소 당사자 소재 국가의 법원을 전속관할 법원으로 하는 유형</p> <p><input checked="" type="checkbox"/> 해외 참여기관과 관할 관련 합의가 어렵거나 혹은</p>	



싱가포르 국제중재 센터는 비용이 상당하며 절차가 복잡하고, 결정 집행에는 추가 절차 필요한 반면에, 국제 신뢰도가 높고, 상대방이 선호할 수 있어 협상에 유리하게 사용 가능

조항	Item	체크리스트
<p>협의를 통해 해결을 시도한다. 협의가 결렬될 경우, 방어 당사자의 국적에 따라 다음과 같이 적용한다:</p> <p>(i) 당사자 A가 피고일 경우, 해당 분쟁은 대한민국 법률에 따르며, 대한민국 법원이 전속관할권을 가진다.</p> <p>(ii) 당사자 B가 피고일 경우, 해당 분쟁은 당사자 B가 설립된 [국가 또는 주]의 법률에 따르며, 해당 관할의 법원이 전속관할권을 가진다.</p> <p>(2) 변호사 비용</p> <p>분쟁에서 승소한 당사자는 판결 기관이 정한 범위 내에서 합리적인 변호사 비용 및 기타 비용과 함께 법원이 인정한 기타 구제책을 함께 회수할 수 있다.</p>	<p>settlement is reached:</p> <p>(i) Where Party A is the defending Party, the Dispute shall be governed by the laws of the Republic of Korea, and the courts of the Republic of Korea shall have exclusive jurisdiction.</p> <p>(ii) Where Party B is the defending Party, the Dispute shall be governed by the laws of [Name of Country/State where Party B is established or located], and the courts located in that jurisdiction shall have exclusive jurisdiction.</p> <p>(2) Attorneys' Fees</p> <p>The prevailing Party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and other costs, as the adjudicating tribunal may award.</p>	<p>상대방이 관할 관련 조항을 공란(Reserved)으로 둘 것을 제안하는 경우에는 본 유형을 제안하는 것이 협의 가능성을 높이면서 국내 기관에 상대적으로 유리함</p> <p><input checked="" type="checkbox"/> 협상 전략상 타 항목 양보 시 제안할 수 있는 절충안</p>



해외 참여기관이 국내 주관기관에 소 제기시 대한민국법과 대한민국 법원이 적용되어 유리함

**[참고]** 해외 참여기관의 국가 법률을 준거법으로 지정하고 해당 국가의 법원을 전속관할로 설정함으로써 상대 기관과의 협상에서 유연성을 확보할 수 있으나, 국내 주관기관 입장에서는 법적·절차적 측면에서 불리하며, 해외에서의 소송 진행 시 비용·절차적 어려움이 수반될 수 있음. 따라서, 계약 체결을 위한 불가피한 경우나 실질적 이익이 기대되는 경우를 제외하고는 채택하지 않음



## 제17조 통지(NOTICES)

### 의미

계약과 관련된 중요한 사항을 당사자 간에 정해진 방식과 주소로 적법하게 전달함으로써 법적 효력을 갖춘 공식 의사소통 수단을 규정

### 목적

계약 관련 통지 방법, 수단, 수신인을 명시하여 의사 전달의 적법성과 효력을 확보

### 고려 사항

통지 수단에 따라 수령의 효력 발생 시점을 명확화

조항	Item	체크리스트
<p>본 계약에 따라 요구되거나 허용되는 모든 통지 또는 기타 커뮤니케이션은 반드시 서면으로 작성되어야 하며, 통지하는 당사자의 서명이 포함되어야 한다. 통지는 다음의 방법 중 하나로 전달하여야 한다: 인편 전달, 등기 또는 배달증명 우편, 수령 확인이 가능한 배송 서비스, 신뢰할 수 있는 국제 특송 서비스, 또는 수신 확인이 가능한 기타 통신수단(이메일 또는 팩스 등)을 포함한다. 별도로 서면으로 통지하지 않는 한, 모든 통지는 다음의 주소로 전달하여야 한다. 인편, 이메일 또는 팩스를 통해 전달된 통지는 전달 시점에 수령된 것으로 간주한다. 우편이나 특송 서비스를 통한 통지는 수령이 확인된 시점에 수령된 것으로 본다.</p> <p>당사자 A의 경우: 이름: 직위: 주소: 전화번호: 이메일:</p> <p>당사자 B의 경우: 이름: 직위:</p>	<p>All notices or other communications required or permitted under this Agreement shall be in writing and must be signed by the notifying Party. Such notices shall be delivered by one of the following methods: personal delivery, registered or certified mail, delivery service with proof of receipt, reputable international courier service, or any other means of communication capable of confirming receipt (including email or fax). Unless otherwise notified in writing, all notices shall be delivered to the following addresses. Any notice delivered by personal delivery, email, or fax shall be deemed to have been received at the time of delivery. Notices sent by mail or courier service shall be deemed to have been received upon confirmation of delivery.</p> <p>For Party A: Name: Title:</p>	<input checked="" type="checkbox"/> 통지 방법, 통지 대상자 및 주소, 수령 시점을 합의 하에 명시

조항	Item	체크리스트
주소: 전화번호: 이메일:	Address: Telephone: Email:  For Party B: Name: Title: Address: Telephone: Email:	



## 제18조 완전한 합의(ENTIRE AGREEMENT)

### 의미

계약 당사자 간의 최종 합의 내용을 본 계약서와 그 첨부문서로 한정하고, 이전의 모든 협의는 무효화 함

### 목적

계약 해석이나 이행 과정에서 발생할 수 있는 불확실성을 제거하고, 계약서에 기재된 내용만을 기준으로 권리·의무를 명확히 하기 위함

### 고려 사항

구두 협의나 이전 이메일, MOU 등의 문서가 계약 조건으로 오해되지 않도록 사전에 계약서에 포함할지 여부를 검토해야 함

조항	Item	체크리스트
<p><b>(1) 완전한 합의</b> 본 계약은 이에 첨부된 모든 부속서 및 별첨 문서와 함께 본 계약의 대상 사항과 관련하여 당사자 간의 완전하고 최종적인 합의를 구성하며, 이와 관련된 이전의 모든 서면 또는 구두의 진술, 협상, 합의, 양해 또는 의사소통을 대체한다.</p>	<p><b>(1) Completeness of the Agreement</b> This Agreement, together with all appendices and exhibits attached hereto, constitutes the entire and final agreement between the Parties with respect to the subject matter hereof, and supersedes all prior written or oral statements, negotiations, agreements, understandings, or communications relating to such subject matter.</p>	<input checked="" type="checkbox"/> 본 계약서 외 관련 문서 (부속서, 별첨 등)가 모두 첨부되었는지, 이전 구두/서면 합의사항이 본 계약서에 모두 반영되었는지 확인
<p><b>(2) 계약의 수정</b> 본 계약의 어떠한 수정 또는 변경도 서면으로 작성되고, 당사자 양측의 권한 있는 대표자가 서명하지 않는 한 법적 구속력을 갖지 않는다.</p>	<p><b>(2) Requirement for Amendments</b> No amendment or modification of this Agreement shall be valid or binding unless made in writing and signed by authorized representatives of both Parties.</p>	<input checked="" type="checkbox"/> 서면 합의에 의한 계약 수정 요건 명시
<p><b>(3) 해석상 우선순위</b> 본 계약과 이에 첨부된 부속서 또는 다른 문서 간에 내용상 불일치나 충돌이 있는 경우, 본 계약의 조건이 우선 적용된다.</p>	<p><b>(3) Precedence in Case of Conflict</b> In the event of any inconsistency or conflict between the terms of this Agreement and any appendices or other documents attached hereto, the terms of this Agreement shall prevail.</p>	<input checked="" type="checkbox"/> 부속서 또는 첨부 문서와 본 계약서가 충돌할 경우 우선 적용 기준을 명확히 하여 해석상 혼란을 방지



## 제19조 기타(MISCELLANEOUS)



## 의 미

기타 조항은 계약 해석과 적용 과정에서 발생할 수 있는 예외적 상황이나 계약 외적 요소에 대비하기 위한 기본 원칙을 규정



## 목 적

계약의 안정성과 일관성을 보장하고, 제3자의 참여, 계약 해석, 법적 분쟁 발생 시 기준을 명확화하기 위함



## 고려 사항

각 조항이 상호 충돌 없이 작동하고, 해당 국가의 법률 체계 내에서 무효화되지 않도록 구체적이고 일반적인 언어로 균형 있게 구성. 위 조항 이외에 계약상 당사자의 요청에 따라 필요 시 진행상황 점검 및 평가, 상호 협력 방안, 해석 등의 조항을 추가할 수 있음

조항	Item	체크리스트
<b>(1) 분리가능성</b> 본 계약의 일부 조항이 무효, 위법 또는 집행 불가능하다고 판단되더라도, 해당 조항을 제외한 나머지 조항의 유효성, 적법성 및 집행 가능성에는 아무런 영향을 미치지 아니한다.	<b>(1) Severability</b> If any provision of this Agreement is held to be invalid, illegal, or unenforceable under applicable law, the remaining provisions shall remain in full force and effect and shall not be affected or impaired thereby.	<input checked="" type="checkbox"/> 무효 또는 집행불능 조항이 계약 전체의 유효성에 영향을 미치지 않도록 규정
<b>(2) 제3자 참여</b> 당사자 B가 본 과제의 일부를 수행하기 위하여 제3자를 참여시키는 경우, 당사자 B는 해당 제3자가 본 계약상 모든 의무, 특히 산출된 Foreground IP에 대한 실시권 부여 및 비밀유지 의무를 포함하여 이에 한정되지 않는 모든 의무를 성실히 이행하도록 전적인 책임을 부담한다.	<b>(2) Involvement of Third Parties</b> If Party B engages any third party to perform any part of the Project, Party B shall remain fully responsible for such third party's compliance with all obligations under this Agreement, including, but not limited to, obligations regarding the grant of use rights to Foreground IP and confidentiality.	<input checked="" type="checkbox"/> 당사자 B가 제3자를 활용하는 경우에도 계약상 의무 이행에 대한 전적인 책임을 진다는 내용
<b>(3) 독립된 계약자</b> 양 당사자는 상호 독립된 계약자로서, 본 계약은 당사자 간에 어떠한 대리, 파트너십, 공동사업, 고용 등의 법적	<b>(3) Independent Contractor</b> The Parties are independent contractors and nothing in this Agreement shall be construed to	<input checked="" type="checkbox"/> 계약 당사자 간에 고용, 대리, 조인트벤처 등의 법적 관계가 성립되지 않음

조항	Item	체크리스트
관계를 구성하는 것으로 해석되지 아니한다. 어느 당사자도 상대방의 사전 서면 동의 없이 상대방을 구속하거나 그를 대신하여 계약을 체결하거나 의무를 부담시키거나 채무를 발생시킬 권한이 없다.	create any partnership, joint venture, agency, or employment relationships between them. Neither Party shall have authority to bind the other or to incur any obligation on behalf of the other without prior written consent.	
<b>(4) 생존 조항</b> 본 제19조 및 제3조(연구개발비의 지급, 정산 및 세금), 제4조(보고), 제6조(자식재산권), 제7조(출판과 공표), 제8조(비밀유지), 제9조(양도 및 하도급), 제12조(4항)(종료의 효력), 제13조(진술 및 보증), 제14조(손해보전), 제16조(준거법과 분쟁해결 관할)는 본 계약이 만료되거나 종료되더라도 계속하여 완전한 효력을 유지한다. 또한, 법령상 또는 그 성격상 종료 후에도 존속하도록 의도된 기타 모든 조항 역시 동일하게 효력을 유지한다.	<b>(4) Survival</b> This Article 19 and Articles 3 (Costs, Settlement, and Taxation), 4 (Reports), 6 (Intellectual Property), 7 (Publication and Public Disclosure), 8 (Confidentiality), 9 (Assignment and Subcontracting), 12(4) (Effect of Termination), 13 (Representations and Warranties), 14 (Indemnification), and 16 (Governing Law and Dispute Jurisdiction) shall survive and remain in full force and effect notwithstanding any expiration or termination of this Agreement, in addition to any other provisions that, by operation of law or their nature, are intended to survive.	
<b>(5) 해석</b> 본 계약에 명시되지 않은 사항에 대해서는 당사자 간의 상호 협의에 따라 정하며, 협의가 이루어지지 않을 경우 관계 법령 및 일반적인 거래 관행에 따른다.	<b>(5) Interpretation</b> Any matters not expressly set forth in this Agreement shall be resolved through good-faith consultation between the Parties.	<input checked="" type="checkbox"/> 계약에 명시되지 않은 사항은 상호 협의를 통해 정한다는 원칙
<b>(6) 서명 및 등본</b> 본 계약은 팩스 또는 전자적 전송 방식으로, 그리고 여러 부로 작성·서명될 수 있으며, 이들 부분을 합하면 단일하고 동일한 계약으로 간주하고 각 부분은 모두 원본과 같은 효력을 갖는다.	<b>(6) Counterparts/Signatures</b> This Agreement may be validly executed by facsimile or electronic transmission and in counterparts, which taken together shall constitute one and the same agreement and each of which shall constitute an original.	

SIGNATURES BEGIN ON THE NEXT PAGE

SIGNATURE PAGE

ACCEPTED AND AGREED

By executing this Agreement, each Party represents that all statements made herein are true, complete, and accurate to the best of its knowledge. Party B acknowledges that it may be subject to criminal, civil, or administrative penalties for knowingly making a false, fictitious, or fraudulent statement or claim.

FOR Party A:

Signature

Date

Typed Name

Title

FOR Party B:

Signature

Date

Typed Name

Title



## 연구개발계획서(영문)

국가연구개발혁신법 시행규칙 [별지 제1호서식]

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Research and Development Plan ("R&D Plan")		[ ] For application				Security rating					
		[ ] For agreement				General [ ], Classified [ ]					
Name of central administrative agency		Program name		Program name							
Name of specialized institution (if applicable)				Sub-program name (if applicable)							
Announcement no.				Master R&D identification no. (if applicable)							
				R&D project no.							
Selection method		Policy designated [ ] Public contest: Designated public contest [ ] Item-based public contest [ ] Segment-based public contest [ ] Open public contest [ ]									
Technology classification	National science & technology standard classification system	1st priority subcategory code name		%	2nd priority subcategory code name	%	3rd priority subcategory code name	%			
	Ministry/agency technology classification (if applicable)	1st priority subcategory code name		%	2nd priority subcategory code name	%	3rd priority subcategory code name	%			
Master R&D name (if applicable)		Korean									
		English									
R&D project name		Korean									
		English									
Principal R&D institute		Institute name				Business registration no.					
		Address (Zip code)				Corporate registration no.					
Research director		Name		Job title							
		Contact information	Office phone	Mobile phone			National researcher no.				
R&D period		Total		From _____ to _____ ( year(s) month(s) )							
		Phase (if applicable)	Phase 1	First year	From _____ to _____ ( year(s) month(s) )						
			(n)th year	From _____ to _____ ( year(s) month(s) )							
			Phase #	First year	From _____ to _____ ( year(s) month(s) )						
(n)th year	From _____ to _____ ( year(s) month(s) )										
R&D expenses (Unit: KRW 1,000)		Government-fund ed R&D expenses	Own R&D expenses		Grants from other institutions, etc.		Total		Grant other than R&D expenses		
			Local government		Other ( )						
		Cash	Cash	In kind	Cash	In kind	Cash	In kind	Total		
Total											
Phase 1	First year										
	(n)th year										
Phase #	First year										
	(n)th year										
Joint R&D institute, etc. (if applicable)		Institute name		Director		Job title		Mobile phone	Email	Note	
										Role	Institution type
Joint R&D institute											
Entrusted R&D institute											
Institution other than R&D institute											
R&D project manager		Name				Job title					
		Contact information	Office phone				Mobile phone				
			Email				National researcher no.				

We hereby submit this Research and Development Plan with the intent of executing this R&D project in good faith and in adherence to all pertinent laws, regulations, and obligations. Furthermore, we affirm the veracity of the information contained within this Research and Development Plan. In the event that any of the information is found to be inaccurate or false, we willingly accept the consequences, including but not limited to the potential rescission of our R&D project selection or termination of this Agreement.

[Date]

Research director:  
Head of principal R&D institute:  
Head of joint R&D institute:  
Head of entrusted R&D institute:

(Signature)  
(Official seal)  
(Official seal) (exclude for an application)  
(Official seal) (exclude for an application)

**Attention: Head of the Central Administrative Agency**

## How to Complete the Cover Page (This guide does not need to be included in the submission)

1. Security rating : Mark [✓] beside 'Classified' if it falls within classified tasks as defined in Article 21(2) of the *National Research And Development Innovation Act*; otherwise, mark [✓] beside 'General' (does not need to be filled out directly by the researchers).
2. Name of central administrative agency : write down the name of the central administrative agency which announced the R&D project (if there is more than one relevant central administrative agency, write down the names of all relevant central administrative agencies).
3. Name of specialized institution : write down the name of the specialized institution managing the R&D project (does not need to be filled out directly by the researchers).
4. Program name : write down the relevant program name of the R&D project (does not need to be filled out directly by the researchers).
5. Sub-program name : write down the relevant sub-program name of the R&D project (does not need to be filled out directly by the researchers).
6. Announcement no. : write down the announcement no. at the top of the announcement on the R&D project (does not need to be filled out directly by the researchers).
7. Master R&D identification no. : write down the number assigned to the master R&D project (does not need to be filled out directly by the researchers).
8. R&D project no. : write down the number assigned at the time the R&D project was selected (does not need to be filled out directly by the researchers).
9. Selection method : write down the selection method suggested in the announcement (does not need to be filled out directly by the researchers).
10. National science & technology standard classification system : write down the code name of the subcategory corresponding to the R&D project, and indicate its weight based on priority, following the National Science and Technology Standard Classification as stipulated in Article 27(1) of the *Framework Act on Science and Technology*.
11. Ministry/agency technology classification : write down the code name of the subcategory corresponding to the R&D project and indicate its weight based on priority, in accordance with the science and technology classification mandated by the central administrative agency, as required by pertinent laws and regulations.
12. Master R&D name : if two or more correlated R&D projects are to be executed, write down the name of the overarching research and development.
13. R&D project name : write down the name of the R&D project to be performed by the R&D institute.
14. R&D period : if the R&D project is not divided into phases, the total R&D period is considered as Phase 1.
  - 1) Total : write down the term of this Agreement as the total R&D period of the R&D project.
  - 2) Phase # : if the R&D project is divided into phases, write down the R&D periods for the relevant phases.
15. R&D expenses : if the R&D project is not divided into phases, the total R&D period is considered as Phase 1.
  - 1) Government-funded R&D expenses : write down the amount of R&D expenses to be funded by the central administrative agency.
  - 2) Own R&D expenses : write down the amount of R&D expenses to be borne by the R&D institute, distinguishing between cash and in kind, in accordance with Article 19 and [Attached Table 1] of the Enforcement Decree.
  - 3) Grants from other institutions, etc. : write down the amount of R&D expenses to be funded by institutes funding the R&D expenses not included in 1) or 2) above, or institutes intending to utilize or purchase the R&D outcomes, distinguishing between cash and in kind.
  - 4) Grant other than R&D expenses : write down the amount of support/funding from international organizations or foreign governments/agencies/organizations, etc., or the amount for a program directly implemented by the central administrative agencies (including affiliated agencies) for the remit, which are not included in the R&D expenses under the *National Research and Development Innovation Act*.
16. Role of the joint R&D institute
  - 1) Write down "demand" if the joint R&D institute is a company (on the demand side) intending to utilize or purchase the R&D outcomes.
  - 2) Write down "joint" if the joint R&D institute is not a company on the demand side.
17. Role of the entrusted R&D institute : write down "entrusted".
18. Role of institutions other than an R&D institute (only if required during the public contest)
  - 1) If the institution is a local government, write down "local government."
  - 2) If the institution is an overseas R&D institute, write down "international cooperation."
  - 3) If the institution is intended to utilize R&D outcomes, write down "beneficiary."
  - 4) If the institution engages in consulting related to the R&D project, write down "consulting."
  - 5) For any remaining roles, write down "other."
19. Institution type
  - 1) If it is a research institute directly established and operated by the state, write down "national research institute" (if the central administrative agency (excluding its affiliated institution) directly conducts the R&D project, write down "government ministry/agency").
  - 2) If it is a research institute directly established and operated by a local government, write down "public research institute" (if the local government (excluding its affiliated institution) directly conducts the R&D project, write down "local government.")
  - 3) If it is a school as stipulated in Article 2 of the *Higher Education Act*, write down "university."
  - 4) If it is an institute that falls under any of the following, write down "government-funded research institute."
    - (1) government-funded research institute pursuant to Article 2 of the *Act on the Establishment, Operation and Fostering of Government-Funded Research Institutes*;
    - (2) A government-funded research institute in the field of science and technology as stipulated in Article 2 of the *Act on the Establishment, Operation and Fostering of Government-Funded Science and Technology Research Institutes*;
    - (3) A specific research institute as provided in Article 2 of the *Specific Research Institute Support Act*;
    - (4) The Korea Institute of Ocean Science & Technology (KIOST) established under Article 3 of the *Act on the Korea Institute of Ocean Science & Technology*;
    - (5) The Agency for Defense Development established pursuant to Article 3 of the *Act on the Agency for Defense Development*.
  - 5) If it is a local government-funded research institute as stipulated in Article 2 of the *Act on the Establishment and Operation of Local Government-Funded Research Institutes*, write down "local government-funded research institute."
  - 6) If it is a company as stipulated in Article 2 of the *Framework Act on Small and Medium Enterprises*, write down "SME."
  - 7) If it is a company as stipulated in Article 2(1) of the *Special Act on the Promotion of Growth and the Strengthening of Competitiveness of Middle-Standing Enterprises*, write down "middle-standing enterprise."
  - 8) If it is a company as stipulated in Article 169 of the *Commercial Act* and neither an SME nor a middle-standing enterprise, write down "large enterprise."
  - 9) If it is a public corporation as stipulated in Article 5(4)1 of the *Act on the Management of Public Institutions*, write down "public corporation."
  - 10) If it is a hospital-level medical institute as stipulated in Article 3(2)3 of the *Medical Service Act*, write down "hospital."
  - 11) If it is a specialized production technology research institute as stipulated in Article 42(1) of the *Industrial Technology Innovation Promotion Act*, write down "specialized research institute."
  - 12) If the institution does not fall under 1) through 11), write down "other."
20. R&D project manager : write down the working-level project manager from the principal R&D institute, who participates in the R&D project, possesses a comprehensive understanding of details of the R&D, and is proficient in engaging in practical discussions with the specialized institution regarding details of the R&D.
21. Signature of institute head : use an electronic signature; when completing and submitting an application, affix the electronic signature of the head of the principal R&D institute; for an agreement, affix electronic signatures of the head of the principal R&D institute, the head of the joint R&D institute, and the head of the entrusted R&D institute.

## &lt; Abstract &gt;

※ Limit the abstract to 5 pages or less.

Program name					Master R&D identification no. (if applicable)			
Sub-program name (if applicable)					R&D project no.			
Technology classification	National science & technology standard classification system	1st priority subcategory code name	%	2nd priority subcategory code name	%	3rd priority subcategory code name	%	
	Ministry/agency technology classification (if applicable)	1st priority subcategory code name	%	2nd priority subcategory code name	%	3rd priority subcategory code name	%	
Master R&D name (if applicable)								
R&D project name								
Total R&D period								
Total R&D expenses		Total KRW thousand (Government-funded R&D expenses : KRW thousand / Own R&D expenses : KRW thousand, Local government-funded R&D expenses : KRW thousand / R&D expenses funded by others : KRW thousand)						
R&D phase		Basic [ ] Applied [ ] Development [ ] Other (if not falling under the above three) [ ]			Technology maturity (if applicable)		Baseline as of start date ( ) Target as of end date ( )	
R&D project type (if applicable)								
Nature of the R&D project (if applicable)								
Goals and details of R&D	Final goals							
	Overall details							
	Phase 1 (if applicable)	Goals						
		Details						
	Phase # (if applicable)	Goals						
Details								
Plan to utilize R&D outcomes and expected benefits								
Korean key words (5 or less)								
English key words (5 or less)								

## How to Complete the Cover Page (This guide does not need to be included in the submission)

1. Program name : write down the relevant program name of the R&D project (does not need to be filled out directly by the researchers).
2. Sub-program name : write down the relevant sub-program name of the R&D project (does not need to be filled out directly by the researchers).
3. Master R&D identification no. : write down the number assigned to the master R&D project (does not need to be filled out directly by the researchers).
4. R&D project no. : write down the number assigned at the time the R&D project was selected (does not need to be filled out directly by the researchers).
5. Technology classification : write down the technology classification as stated on the cover page of the R&D Plan.
6. Master R&D name : write down the master R&D name as stated on the cover page of the R&D Plan.
7. R&D project name : write down the R&D project name as stated on the cover page of the R&D Plan.
8. Total R&D period : write down the total R&D period of the R&D project as stated on the cover page of the R&D Plan.
9. Total R&D expenses : write down the total R&D expenses of the R&D project as stated on the cover page of the R&D Plan.
10. R&D phase : Mark [✓] beside the R&D phase relevant to the R&D project.
  - 1) Basic R&D phase : this phase refers to theoretical or experimental research conducted to gain new knowledge concerning phenomena and observable facts without a direct intent to achieve a particular application or program.
  - 2) Applied R&D phase : this phase refers to original research conducted to gain new scientific knowledge primarily for practical goals by leveraging knowledge obtained during the basic R&D phase.
  - 3) Development R&D phase : this phase refers to systematic research conducted to produce new products, devices, and services or to practically enhance existing ones that have already been produced or installed, by utilizing knowledge gained during the basic R&D phase, the applied R&D phase, and through practical experiences.
  - 4) Other : this includes cases that do not fit into the above three phases (Basic, Applied, Development).
11. Technology maturity : as this refers to the maturity of a specific technology (materials, components, devices, systems, etc.), select the relevant stage from the following 9 stages in consideration of the final R&D goals, details, final deliverables, etc. (please fill out only when the R&D project is intended to develop a specific technology).
  - 1) Basic R&D stage : Stage 1 (basic theory/experiments), Stage 2 (conceptualization of ideas, patents, etc., for practical purposes)
  - 2) Experimental stage : Stage 3 (laboratory-scale validation of basic performance), Stage 4 (laboratory-scale evaluation of core performance of materials, components, and systems)
  - 3) Prototype stage : Stage 5 (producing a prototype of finalized materials, components, and systems, and performance evaluation), Stage 6 (prototype production on a trial scale, and performance evaluation)
  - 4) Productization : Stage 7 (reliability evaluation and evaluation by demand-side companies), Stage 8 (trial product certification and standardization)
  - 5) Commercialization : Stage 9 (Commercialization)
12. R&D project type : write down the type of the R&D project that the central administrative agency categorized at its discretion when announcing the R&D project (does not need to be filled out directly by the researchers).
13. Nature of the R&D project : write down the nature of the R&D project as stated when the R&D project was announced by the central administrative agency (does not need to be filled out directly by the researchers).
14. R&D goals : describe the goals of the R&D project in approximately 500 characters.
15. R&D details : describe the details of the R&D project in approximately 1,000 characters.
16. Plan to utilize R&D outcomes and expected benefits : describe areas where there may be demand for the R&D outcomes, how those outcomes can be utilized, expected economic effects, etc., in approximately 500 characters (if the R&D project is intended to build research facilities and equipment, describe performance management and self-sustaining operational plan, income management and operation plan, which leverage these research facilities and equipment).

## < Main Text 1 >

※ <Main Text 1> may be customized by adjusting the format, such as adding or modifying items, rearranging the sequence and structure thereof, or as a separate attachment to align with the specific nature of the R&D project, including essential information required in each item.

### 1. Rationale for the R&D Project

### 2. Goals and Details of the R&D Project

- 1) Final Goals of the R&D Project
- 2) Phase-Specific Goals of the R&D Project (if applicable)
- 3) Details of the R&D Project
- 4) Schedule and Key Deliverables of the R&D Project (if applicable)

### 3. Strategy, Method and Framework of the R&D Project

(If the R&D project is at the basic R&D phase, you may provide a brief overview.)

- 1) Strategy and Method of the R&D Project
- 2) Framework of the R&D Project

### 4. Plan to Utilize the R&D Outcomes and Expected Benefits

- 1) Plan to Utilize the R&D Outcomes
- 2) Expected Benefits of the R&D Outcomes

## 5. Strategy and Plan to Commercialize the R&D Outcomes

(to be completed if applicable; items can be applied selectively depending on the nature of the R&D project)

### 1) Domestic/Global Market Trends

- (1) Domestic/Global Market Size and Export/Import Status
- (2) Major Domestic/Global Demand Landscapes
- (3) Domestic/Global Landscapes of Competing Institutions and Technologies

### 2) Intellectual Property Rights, Standardization and Certification Standards Landscapes

### 3) Standardization Strategy

### 4) Commercialization Plan

- (1) Commercialization Strategy
- (2) Investment Plan
- (3) Production Plan
- (4) Overseas Market Entry Plan
- (5) Expected Benefits from Commercialization

## 6. Plans for Implementation of R&D Safety and Security Measures

(To be submitted when entering into an R&D project agreement)

### 1) Plan for Implementation of Safety Measures

### 2) Plan for Implementation of Security Measures

### 3) Plan for Implementation of Other Measures

## How to Complete the Cover Page (This guide does not need to be included in the submission)

1. Rationale for the R&D project : write down domestic/global landscape, issues and prospects related to the R&D project, rationale for the domestic R&D, relevance to government policies, conformity of the national R&D program with relevant laws and plan, etc.
2. Goals and Details of the R&D project
  - 1) Final Goals of the R&D Project : write down qualitative or quantitative goals, such as knowledge, technology (or process) intended to be researched and developed.
  - 2) Phase-Specific Goals of the R&D Project (if applicable) : if the R&D project is divided into phases, describe goals specific to each phase.
  - 3) Details of R&D : write down the knowledge, technology, etc. to be researched and developed.
  - 4) Schedule and Key Deliverables of the R&D project (if applicable) : write down key timeline for the R&D project and deliverables identifiable for each timeline.
3. Strategy, Method and Framework of the R&D project (if the R&D project is at the basic R&D phase, you may provide a brief overview.)
  - 1) Strategy and Method of the R&D Project : write down the R&D methodology (approach) to be applied to achieve the R&D project goals, such as obtaining or protecting intellectual property rights, deploying the technology, leveraging experts, utilizing R&D services, cooperation with other institutions.
  - 2) Framework of the R&D Project : describe the framework, methods, procedures, etc., for conducting the R&D project in a diagrammatic representation; if the R&D project is divided into different phases, describe them separately by phase.
4. Plan to Utilize R&D Outcomes and Expected Benefits
  - 1) Plan to utilize R&D outcomes : describe the expected R&D outcomes, where and how they can be utilized.
  - 2) Expected benefits from R&D outcomes : describe the anticipated benefits and implications of the R&D outcomes in scientific, technological, economic/industrial and societal terms.
5. Strategy and Plan to Commercialize the R&D Outcomes (if applicable; items may be selectively applied to suit the nature of the R&D project)
  - 1) Domestic/Global Market Trends : describe the market trends directly related to the technology and products to be researched and developed through the R&D project.
    - (1) Domestic/Global Market Size and Export/Import Status : provide details about the current market size, export/import status, etc., and expected changes at a certain point after the R&D project concludes, differentiating between domestic and global markets.
    - (2) Major Domestic/Global Demand Landscapes : provide details about key clients both domestically and internationally, including their names, countries, volume of demand, and related products, etc.
    - (3) Domestic/Global Landscapes of Competing Institutions and Technologies : provide details about competing institutions and technologies related to the R&D, distinguishing between domestic and global.
  - 2) Intellectual Property Rights, Standardization and Certification Standards Landscapes : differentiate between domestic/global institutes holding IPR and competing institutions, and provide relevant details on their current status.
  - 3) Standardization Strategy : write down domestic/global standardization strategies related to the technology and products to be researched and developed through the R&D project.
  - 4) Commercialization Plan : describe the plan by R&D institute.
    - (1) Commercialization Strategy : describe the promotion, marketing, and sales strategy, etc. of the technology or product to be researched and developed through the R&D project.
    - (2) Investment Plan : describe the investment plan of the R&D institute to commercialize the technology or product to be researched and developed through the R&D project.
    - (3) Production Plan : describe the production plan for the product to be researched and developed through the R&D project.
    - (4) Overseas Market Entry Plan : describe the overseas market entry plan for the product to be researched and developed through the R&D project.
    - (5) Expected Benefits from Commercialization : describe the anticipated benefits resulting from commercialization of the technology or product to be researched and developed through the R&D project, such as job creation, economic contributions, contributions to societal values, and regional implications, etc.
6. Plans for Implementation of R&D Safety and Security Measures (to be submitted when entering into an R&D project agreement)
  - 1) Plan for Implementation of Safety Measures : describe the plan for designating and utilizing a Safety Officer, implementing safety training, reporting and action plans in the event of an accident, countermeasures and response guidelines in the event of an accident [including a plan for complying with safety standards related to the relevant technology, safety inspections during and after the R&D project (daily/regular/special safety inspections, etc.), and implementation plan for precise safety diagnosis, etc.].
  - 2) Plan for Implementation of Security Measures : describe security training for researchers, security measures for research facilities and research management systems, security measures for collaborative research with foreigners/foreign institutions/organizations, measures to prevent and respond to security incidents in accordance with Article 45(2) of the Enforcement Decree, etc.
  - 3) Plan for Implementation of Other Measures : describe other safety and security-related matters required for each R&D project, such as current status of genetically modified organism research facilities and import notifications.

## < Main Text 2 >

※ <Main Text 2> may be customized by adjusting the format, such as adding or modifying items, rearranging the sequence and structure thereof, or as a separate attachment to align with the specific nature of the R&D project, including essential information required in each item from January 4, 2014 to December 31, 2021.

### 1. Current Status of the R&D Institute

#### 1) Current Status of the Research Director, etc.

##### (1) Research Director of the Principal R&D Institute

###### A. Personal Information

Personal	Korean		Nationality	
	English		National researcher no.	
Workplace	Institute name		Phone	
	Department		Mobile phone	
	Job title		Email	
	Address	(Zip code : )		

###### B. Academic Qualifications (selectively applicable depending on the nature of the R&D project)

Date of completion (starting with the most recent)	School name	Major	Degree	Advising professor
yy.mm~yy.mm				
yy.mm~yy.mm				

Title of final degree paper (if applicable)

###### C. Professional Experience (selectively applicable depending on the nature of the R&D project)

Period	Institution name	Job title	Note
yy.mm~yy.mm			
yy.mm~yy.mm			

###### D. Noteworthy Prior R&D Projects (list a maximum of 5 in the past 5 years; make sure to include any ongoing or currently applied for R&D project)

Central administrative agency (specialized institution)	Detailed program name	R&D project name	Principal R&D institute	R&D period (period of participation)	Role : Research director / researcher	Note (applied for/ongoing/ completed)
			Institution affiliated with during participation			
				yy.mm.dd~yy.mm.dd (yy.mm.dd~yy.mm.dd)		
				yy.mm.dd~yy.mm.dd (yy.mm.dd~yy.mm.dd)		
				yy.mm.dd~yy.mm.dd (yy.mm.dd~yy.mm.dd)		

###### E. Notable Papers / Books (list a maximum 5 in the past 5 years, selectively depending on the nature of the R&D project)

Category (paper /book)	Title of paper/book	Place of publication (Vol., pages)	Year of publication (Year issued)	Role	Registration no. (ISSN)	Note (Citation index)
			yy			
			yy			

###### F. IPR Applications / Registrations (list a maximum of 5 in the past 5 years, selectively depending on the nature of the R&D project)

Category (Patent/program, etc.)	Name of IPR	Country	Date of application/registration	Application/registration no./ Number of persons applied for registered	Note

###### G. Other Achievements (list a maximum of 5 in the past 5 years, selectively depending on the nature of the R&D project)

Category	Name of achievement	Summary of details	Year
			yy
			yy

## (2) Joint R&amp;D Institute Director (if applicable)

## A. Personal Information

Personal	Korean	Nationality	
	English	National researcher no.	
Office	Institute name	Phone	
	Department	Mobile phone	
	Job title	Email	
	Address (Zip code : )		

## B. Academic Qualifications (selectively applicable depending on the nature of the R&amp;D project)

Date of completion (starting with the most recent)	School name	Major	Degree	Advising professor
yy.mm~yy.mm				
yy.mm~yy.mm				

Title of final degree paper (if applicable)

## C. Professional Experience (selectively applicable depending on the nature of the R&amp;D project)

Period	Institution name	Job title	Note
yy.mm~yy.mm			
yy.mm~yy.mm			

## D. Noteworthy Prior R&amp;D Projects (list a maximum of 5 in the past 5 years; make sure to include any ongoing or currently applied for R&amp;D project)

Central administrative agency (specialized institution)	Detailed program name	R&D project name	Principal R&D institute Institution affiliated with during participation	R&D period (period of participation)	Role : Research director /researcher	Note (applied for/ongoing /completed)
				yy.mm.dd~yy.mm.dd (yy.mm.dd~yy.mm.dd)		
				yy.mm.dd~yy.mm.dd (yy.mm.dd~yy.mm.dd)		

## E. Notable Papers / Books (list a maximum 5 in the past 5 years, selectively depending on the nature of the R&amp;D project)

Category (Paper /Books)	Title of paper/book	Place of publication (Vol., pages)	Year of publication (Year issued)	Role	Registration no. (ISSN)	Note (Citation index)
			yy			
			yy			

## F. IPR Application / Registration (list a maximum of 5 in the past 5 years, selectively depending on the nature of the R&amp;D project)

Category (Patent/program, etc.)	Name of IPR	Country	Date of application/registration	Application registration no./Number of persons applied for registered	Note

## G. Other Achievements (list a maximum of 5 in the past 5 years, selectively depending on the nature of the R&amp;D project)

Category	Name of achievement	Summary of details	Year
			yy
			yy

## (3) Entrusted R&amp;D Institute Director (if applicable)

## A. Personal Information

Personal	Korean		Nationality	
	English		National researcher no.	
Office	Institute name		Phone	
	Department		Mobile phone	
	Job title		Email	
	Address	(Zip code : )		

## B. Academic Qualifications (selectively applicable depending on the nature of the R&amp;D project)

Date of completion (starting with the most recent)	School name	Major	Degree	Advising professor
yy.mm~yy.mm				
yy.mm~yy.mm				
Title of final degree paper (if applicable)				

## C. Professional Experience (selectively applicable depending on the nature of the R&amp;D project)

Period	Institution name	Job title	Note
yy.mm~yy.mm			
yy.mm~yy.mm			

## D. Noteworthy Prior R&amp;D Projects (list a maximum of 5 in the past 5 years; make sure to include any ongoing or currently applied for R&amp;D project)

Central administrative agency (specialized institution)	Detailed program name	R&D project name	Principal R&D institute	R&D period (period of participation)	Role : research director/researcher	Note (applied for/ongoing/completed)
			Institution affiliated with during participation			
				yy.mm.dd~yy.mm.dd (yy.mm.dd~yy.mm.dd)		
				yy.mm.dd~yy.mm.dd (yy.mm.dd~yy.mm.dd)		

## E. Notable Papers / Books (list a maximum 5 in the past 5 years, selectively depending on the nature of the R&amp;D project)

Category (Paper /book)	Title of paper/book	Place of publication (Vol., pages)	Year of publication (Year issued)	Role	Registration no. (ISSN)	Note (Citation index)
			yy			
			yy			

## F. IPR Applications / Registration (list a max. of 5 in the past 5 years, selectively depending on nature of the R&amp;D project)

Category (Patent/program, etc.)	Name of IPR	Country	Date of application/registration	Application registration no./ Number of persons applied for registered	Note

## G. Other Achievements (list a maximum of 5 in the past 5 years, selectively depending on the nature of the R&amp;D project)

Category	Name of achievement	Summary of details	Year
			yy
			yy

## (4) Participating Researchers and Staff Supporting Research

## A. Current Status of Participating Researchers

Name	Nationality	Affiliated institution	Job title	National researcher no.	Degree and major			Student researcher degree and major (applicable to student researchers only)			Roles	Newly recruited? (if applicable)	Flextime work? (if applicable)	Year of participation		Total period of participation (months)			
					Final degree	Major	Year of graduation	Current degree program	Major	Year of enrollment				Phase 1					
														1 year	(n) years				

## B. Current Status of Staff Supporting Research (complete only when labor costs are covered through direct costs)

Name	Nationality	Affiliated institution	Job title	Degree and major			Roles	Newly recruited? (if applicable)	Flextime work? (if applicable)	Year of support		Total period of support (months)	
				Final degree	Major	Year of graduation				Phase 1	Phase #		

## (5) Related Institution Other than R&amp;D Institute (if applicable)

※ Only applicable to institutions that bear but do not use R&D expenses (e.g., local government, beneficiary institution) or those that do not use R&D expenses but require R&D information.

## A. Institution Name : (Role : )

Director	Name	Korean				Nationality				
		English								
	Institution name						Phone			
	Department						Mobile phone			
	Job title						Email			
Project manager	Korean									
	English									
	Institution name						Phone			
	Department						Mobile phone			
	Job title						Email			
Address		(Zip code : )								

## B. Institution Name : (Role : )

Director	Name	Korean				Nationality				
		English								
	Institution name						Phone			
	Department						Mobile phone			
	Job title						Email			
Project manager	Korean									
	English									
	Institution name						Phone			
	Department						Mobile phone			
	Job title						Email			
Address		(Zip code : )								

## 2) R&amp;D Performed by the R&amp;D Institute

(if applicable; items can be selectively applied depending on the nature of the R&amp;D project)

## (1) IPR Application and Registration Related to the R&amp;D Project (in the past 5 years)

R&D institute name (IPR holder)	Name of IPR	Country	Application·registration no. / date of application ·registration

## (2) Key National R&amp;D Programs Performed (in the past 5 years\*)

R&D project name	Principal R&D institute name	R&D period (period of participation)	Description	Central administrative agency (specialized institution)	Note (ongoing/ completed)
	R&D institute name and role (principal/joint)				
	yy.mm.dd~yy.mm.dd (yy.mm.dd ~yy.mm.dd)				
	yy.mm.dd~yy.mm.dd (yy.mm.dd ~yy.mm.dd)				

\* Include R&D projects from (3) Technology Transfer from National R&D Program Performed, or (4) Commercialization from National R&D Programs Performed, even if more than 5 years have passed since project completion.

## (3) Technology Transfer from National R&amp;D Programs Performed (in the past 5 years)

(Unit : KRW 1,000)

R&D institute name	Type of technology transfer	Name of technology license contract	Name of technology licensing institution	Technology licensing date	Royalties	Cumulative amount of collected royalties

## (4) Commercialization from National R&amp;D Programs Performed (in the past 5 years)

(Unit : KRW 1,000; USD 1)

R&D institute name	Commercialization method <sup>1)</sup>	Commercializati on type <sup>2)</sup>	Region <sup>3)</sup>	Commercializati on name	Descripti on	Compa ny name	Revenue		Year of revenue	Technolo gy lifespan
							Domestic	Global		

\* 1) Specify "technology transfer" or "self-licensing."

\* 2) Specify "new product development", "existing product enhancement", "new process development", "existing process enhancement", etc.

\* 3) Specify "domestic" or "global."

※ Records of technology transfer and commercialization should be based on information registered in the investigation/analysis of national R&D programs.

## 3) Current Status of Research Facilities / Equipment (if applicable)

Holding institute	Name of research facility / equipment	Specifications	Quantity	Use	Period of Use	In kind? ("O" if applicable)

## 4) General Status of the R&amp;D Institute (may be linked with company information database)

※ For non-profit organizations, items 5 through 15 may be omitted.

(Unit : KRW 1,000, %)

No.	Category	Institute name			
1	Business registration no.				
2	Corporate registration no.				
3	Name / Nationality of representative				
4	Institution type (University, government-funded research institute, SME, etc.)				
5	Name / Nationality of the largest shareholder				
6	Date of establishment				
7	Key item produced				
8	Number of full-time employees				
9	Previous year's revenue				
10	R&D expenses-to-revenue ratio				
11	Debt-to-equity ratio (based on financial closing for the last 3 years)	yyyy			
		yyyy			
		yyyy			
12	Current ratio (based on financial closing for the last 3 years)	yyyy			
		yyyy			
		yyyy			
13	Capital impairment (based on financial closing for the last 3 years)	yyyy			
		yyyy			
14	Interest coverage ratio (based on financial closing for the last 3 years)	yyyy			
		yyyy			
		yyyy			
15	Operating profit (based on financial closing for the last 3 years)	yyyy			
		yyyy			
		yyyy			
16	R&D institute person responsible for supporting the R&D project (※For a university, this refers to the Industry-Academy Cooperation Group's person responsible for supporting the R&D project, and is distinct from the "project manager" as stated on the cover page)	Name			
		Department			
		Job title			
		Office phone			
		Mobile phone			
		Email			
		Fax			

## 2. Plan Concerning the Use of R&D Expense Funds

### 1) Plan to Subsidize / Cover R&D Expenses

(Unit : KRW 1,000)

Phase	Year	R&D institute name (Institute's role <sup>1)</sup> )	Government-funded R&D expenses			Own R&D expenses			Grants from other institutions, etc.						Total		
									Local government			Other ( )					
			Cash	Cash	In kind	Subtotal	Cash	In kind	Subtotal	Cash	In kind	Subtotal	Cash	In kind	Subtotal	Cash	In kind
1	1																
	(n)																
	Subtotal																
#	1																
	(n)																
	Subtotal																
Total																	

\* 1) Describe the R&amp;D institute's role within the R&amp;D project, such as principal R&amp;D institute, joint R&amp;D institute, etc.

### 2) Plan for Use of R&D Expense Funds

(Unit : KRW 1,000)

R&D institute name	R&D expenses															Grant other than R&D expenses <sup>5)</sup>	Standard amount for research allowance appropriation <sup>6)</sup>		
	Direct cost																		
	Labor cost	Student labor cost		Cost of research facilities / equipment		Resea rch materi al cost	Entrus ted R&D expens es	Internati onal joint R&D expenses	R&D expen ses borne	Resear ch activity expens es	Research allowance	Subto tal	Indirect cost	Total					
		General <sup>1)</sup>	Special Case <sup>2)</sup>	General <sup>3)</sup>	Special Case <sup>4)</sup>														
	Cash																		
	In kind																		
	Subtotal																		
	Cash																		
	In kind																		
	Subtotal																		
Total	Cash																		
	In kind																		
	Total																		

#### (1) Plan to Use R&D Expense Funds by R&D Institute

- \* 1) Specify the student labor cost where special cases on the use of student labor cost funds pursuant to Chapter 6 of the Standards on the Use of R&D Expenses in National R&D Programs are not applicable.
- 2) Specify the student labor costs where special cases on the use of student labor cost funds pursuant to Chapter 6 of the Standards on the Use of R&D Expenses in National R&D Programs are not applicable.
- 3) Specify the cost of research facilities / equipment where the special cases on the cost of research facilities / equipment pursuant to Chapter 7 of the Standards on the Use of R&D Expenses in National R&D Programs are not applicable.
- 4) Specify the cost of research facilities / equipment where the special cases on the cost of research facilities / equipment pursuant to Chapter 7 of the Standards on the Use of R&D Expenses in National R&D Programs are not applicable.
- 5) Specify the funding or coverage amount provided by international organizations, foreign governments/institutes/groups, etc., or through a program directly executed by the central administrative agency (including affiliated institution) for relevant work, which is not included in the R&D expense funds as defined under the *National Research and Development Innovation Act*.
- 6) This is the standard amount used for the purpose of appropriating the research allowance for participating researchers at the R&D institute who receive separate labor cost funding from their affiliated R&D institute, apart from the R&D project. It represents an amount not appropriated from the R&D expense funds, out of the amount calculated by multiplying the labor cost paid by the R&D institute to the participating researchers during the R&D period of the specific project by the extent to which the participating researchers actually participated in that specific R&D project for the same period.

#### (2) Plan for Use by Year

(Unit : KRW 1,000)

Year	R&D expenses													Grant other than R&D expenses <sup>5)</sup>	Standard amount for research allowance appropriation <sup>6)</sup>		
	Direct cost																
	Labor cost	Student labor cost		Cost of research facilities / equipment		Resea rch materi al cost	Entrus ted R&D expens es	Internati onal joint R&D expenses	R&D expen ses borne	Resear ch activity expens es	Research allowance	Subto tal	Indirect cost	Total			
		General	Special Case	General	Special Case												
1	Cash																
	In kind																
	Subtotal																
(n)	Cash																
	In kind																
	Subtotal																
Total	Cash																
	In kind																
	Total																

## (3) Plan for Use by R&amp;D Institute by Year

## A. Name of Principal R&amp;D Institute:

Year		R&D expenses											(Unit : KRW 1,000)		
		Direct cost													
		Labor cost	Student labor cost		Cost of research facilities / equipment		Resear ch materi al cost	Entrus ted R&D expens es	Internati onal joint R&D expenses	R&D expen ses borne	Resear ch activity expens es	Research allowance	Sub total	Indire ct cost	Total
1	Cash		General	Special Case	General	Special Case									
	In kind														
	Subtotal														
(n)	Cash														
	In kind														
	Subtotal														
Total	Cash														
	In kind														
	Total														

## B. Name of Joint R&amp;D Institute (if applicable):

Year		R&D expenses											(Unit : KRW 1,000)		
		Direct cost													
		Labor cost	Student labor cost		Cost of research facilities / equipment		Resea ch materi al cost	Entrus ted R&D expens es	Internati onal joint R&D expenses	R&D expense s borne	Resear ch activity expens es	Research allowance	Sub total	Indire ct cost	Total
1	Cash		General	Special Case	General	Special Case									
	In kind														
	Sub total														
(n)	Cash														
	In kind														
	Sub total														
Total	Cash														
	In kind														
	Total														

## C. Name of Entrusted R&amp;D Institute (if applicable):

Year		R&D expenses											(Unit : KRW 1,000)		
		Direct cost													
		Labor cost	Student labor cost		Cost of research facilities / equipment		Resea ch materi al cost	Entrus ted R&D expens es	Internati onal joint R&D expenses	R&D expense s borne	Resear ch activity expens es	Research allowance	Sub total	Indire ct cost	Total
1	Cash		General	Special Case	General	Special Case									
	In kind														
	Sub total														
(n)	Cash														
	In kind														
	Sub total														
Total	Cash														
	In kind														
	Total														

### 3) Research Facilities/Equipment Set up/Operating Plan (if applicable)

#### (1) Research Facilities/Equipment Set up Plan (mandatory if set up cost is KRW 30 million or greater)

(Unit : KRW 1,000)

R&D institute name	Name of research facility / equipment	Cash/In kind	Set up method*	Specifications	Quantity	Set up cost	Set up period	Installation location

\* Specify the method, such as development, purchase, lease, service, etc.

#### (2) Research Facilities/Equipment Operation/Use Plan

(Unit : KRW 1,000)

R&D institute name	Research facility name	Existing / new?	Operating period	Expenses			Number of dedicated staff	Use plan	Installation location
				Annual operating cost	Expenses incorporated in the project	Cash/ In kind? <sup>1)</sup>			
			yy-yy						
			yy-yy						

\* <sup>1)</sup> Specify cash or in-kind required in research facilities/equipment to be operated/used during the Agreement period.

### 3. Evaluation Criteria and Evaluation Method

(if applicable; items can be selectively applied depending on the nature of the R&amp;D project)

#### 1) Performance Indicators and Targets

Name of performance indicator	Phase	Phase 1 (yy-yy)		Phase 2 (yy-yy)		Total		Weight (%)
		Annual operating cost	Expenses incorporated in the project	Cash/ In kind? <sup>1)</sup>	Number of dedicated staff	Use plan	Installation location	
Indicators registered/entrusted to the dedicated institute								
Indicators reflecting the nature of the R&D project								
Total						100		

#### 2) Performance Indicators and Measurement Method

##### (1) Performance Indicators of Deliverables

Evaluation item (Key performance <sup>1)</sup> )	Unit	Percentage of all items <sup>2)</sup> (%)	Global top-tier country/institute	Domestic level before R&D		R&D targets		Rationale for the targets
				Performance level	Performance level	Phase 1 (yy-yy)	Phase # (yy-yy)	

\*<sup>1)</sup> This pertains to technical performance evaluation criteria, such as precision, tensile strength, impact resistance, operating voltage, response time, etc.

\*<sup>2)</sup> Weight indicates the relative importance of each component's performance specification towards achieving the final goal. Total weight must equal 100%.

##### (2) Evaluation Method and Environment

Serial no.	Evaluation item (Performance indicators)	Evaluation method		Evaluation environment
1				
2				

#### < Attachment >

Requirements of central administrative agency	Attachments
1.	1) 2)
2.	1) 2)

## How to Complete the Cover Page (This guide does not need to be included in the submission)

1. Current Status of the R&D Institute
  - 1) Current Status of the Research Director, etc.
    - (1) Research Director of the Principal R&D Institute : provide personal information, academic qualifications (starting with the most recent), professional experience, noteworthy prior R&D projects, notable papers/books, and the status of IPR applications/registrations for the research director of the R&D project.
    - (2) Joint R&D Institute Director (if applicable) : provide personal information, academic qualifications (starting with the most recent), professional experience, noteworthy prior R&D projects, notable papers/books, and the status of IPR applications/registrations for the researcher supervising the execution details of the joint R&D institute involved in the R&D project.
    - (3) Entrusted R&D Institute Director (if applicable) : provide personal information, academic qualifications (starting with the most recent), professional experience, noteworthy prior R&D projects, notable papers/books, and the status of IPR applications/registrations for the researcher supervising the execution details of the entrusted R&D institute involved in the R&D project.
    - (4) Participating Researchers and Staff Supporting Research
      - A. Current Status of Participating Researchers ("Participating Researchers") : provide name, nationality, affiliated institution, job title, national researcher no., degree and major, assigned role, indication if newly recruited (if applicable), indication if engaged in flexible work hours (if applicable), year of participation, and total duration of participation.
        - A) Newly recruited? : write "new (dedicated)" for a new dedicated researcher; "new (youth mandatory)" for youth newly recruited proportional to government-funded R&D expenses; "new (youth addition)" for newly recruited youth aimed at reducing the R&D institute's cash burden; "new (others)" for other newly recruited staff; "existing" for existing staff not newly recruited.
        - B) Flextime work? : write "flextime" for those engaged in flexible work hours (working flexibly in the range of 15 to 35 hours per week, which is shorter than the normal working hours to prevent career interruption due to childcare responsibilities); "practicum" for practicum researchers (students in bachelor's program at a university that is a joint R&D institute, participating during vacation periods in the R&D project led by a principal R&D institute which is an SME or middle-standing enterprise).
        - C) Year of participation (year of support) : Mark "○" for the year if participated in the R&D project for at least one month.
      - B. Current Status of Staff Supporting Research (complete only when labor costs are covered through direct costs) : provide name, nationality, affiliated institution, job title, degree and major, assigned role, year of support, and total period of support for staff members supporting the research, whose labor costs for supporting the R&D project are covered through the direct costs of the R&D project.
    - (5) Related Institution Other than R&D Institute (if applicable) : complete only for organizations that bear R&D expenses but do not use them (local government, beneficiary institute, etc.) or institutions that do not use R&D expenses but require R&D information.
  - 2) Prior R&D Projects of the R&D Institute (if applicable; items can be selectively applied depending on the nature of the R&D project)
    - (1) IPR Applications and Registrations Related to R&D Project (in the past 5 years) : write the institute holding IPR related to the R&D, name of the IPR, country of application/registration, application/registration no., date of application/registration.
    - (2) Key National R&D Programs Performed (in the past 5 years) : provide details of R&D projects performed under the national research and development program.
    - (3) Technology Transfer from National R&D Programs Performed (in the past 5 years) : provide details of R&D outcomes transferred following the R&D project under the national research and development program.
    - (4) Commercialization from National R&D Programs Performed (in the past 5 years) : provide details of commercialization following R&D outcomes under the national research and development program.
  - 3) Current Status of Research Facilities/Equipment (if applicable) : provide details of the currently held research facilities / equipment which will be used in executing the R&D project.
  - 4) General Status of the R&D Institute : may be linked with company information database; for non-profit organizations, items 5 through 15 may be omitted
  2. R&D Expenses
    - 1) Plan to Subsidize / Cover R&D Expenses : specify the type of support or coverage (cash or in-kind) for both government-funded R&D expenses and R&D expenses borne by the R&D institute, and indicate the role of the institute (principal, joint, or entrusted).
    - 2) Plan for Use of R&D Expense Funds
      - (1) Plan for Use of R&D Expense Funds by R&D Institute : specify total amount per R&D expense item by R&D institute.
      - (2) Plan for Use by Year : specify total amount per R&D expense item by year.
      - (3) Plan for Use by R&D Institute -Year : specify the total amount per R&D expense item for each R&D institute by year
    - 3) Research Facilities/Equipment Set up/Operating Plan (if applicable)
      - (1) Research Facilities/Equipment Set up Plan : describe details of the plan to construct research facilities/equipment to be used for the R&D project.
      - (2) Research Facilities Operation/Use Plan : provide details of the plan to use the research facilities to be set up for the R&D project; write "existing" for those whose set up is completed prior to start of the R&D period, and "new" for those whose set up is completed during the R&D period.
  3. Evaluation Criteria and Evaluation Method
    - 1) Performance Indicators and Targets : describe the R&D outcomes registered/entrusted to the dedicated institute as per Attached Form 3 of the Decree, and other performance indicators along with targets relevant to the R&D outcomes in line with the nature of the R&D project.
    - 2) Performance Indicators and Measurement Method
      - (1) Performance Indicators of Deliverables : specify numerical performance metrics that align with the nature of the R&D project and characteristics of the field.
      - (2) Evaluation Method and Environment : ensure reliability by using test reports or confirmations from accredited institutions or evaluations by demand-side companies, etc.; in cases where self-evaluation is inevitable, provide objective data to substantiate reliability.

※ If the principal R&D institute is responsible for associated R&D projects, please complete and attach the form below.

## Master R&D Plan

Name of central administrative agency		Program name			Program name							
Name of specialized institution (if applicable)					Sub-program name (if applicable)							
Announcement no.												
Master R&D	Identification no.	Master R&D name		Name of master principal R&D institute	Master research director	Number of participating institutions						
Category	R&D project no.	R&D project name		Name of principal R&D institute	Research director	Number of participating institutions						
R&D project 1												
R&D project (n)												
R&D period	Total			From _____ to _____ ( year(s) month(s))								
	Phase (if applicable)	Phase 1	First year	From _____ to _____ ( year(s) month(s))								
			(n)th year	From _____ to _____ ( year(s) month(s))								
		Phase #	First year	From _____ to _____ ( year(s) month(s))								
(n)th year			From _____ to _____ ( year(s) month(s))									
R&D expenses (Unit : KRW 1,000)		Government-funded R&D expenses	Own R&D expenses		Grants from other institutions, etc.				Total			Grant other than R&D expenses
					Local government		Other ( )					
Cash		Cash	In kind	Cash	In kind	Cash	In kind	Cash	In kind	Total		
Total												
Phase 1	First year											
	(n)th year											
Phase #	First year											
	(n)th year											
Master research director			Name			Job title						
			Contact information	Office phone			Mobile phone					
				Email			National researcher no.					
Master principal R&D institute's project manager			Name			Job title						
			Contact information	Office phone			Mobile phone					
				Email			National researcher no.					

We hereby submit this Master R&D Plan with the intent of executing this R&D project in good faith and in adherence to all pertinent laws, regulations, and obligations. Furthermore, we affirm the veracity of the information contained within this R&D Plan. In the event that any of the information is found to be inaccurate or false, we willingly accept the consequences, including but not limited to the potential rescission of our R&D project selection or termination of this Agreement.

[Date] (as of the date of entering into this Agreement)

Master Research Director : (Signature)  
Head of Master Principal R&D institute : (Official seal)

Attention : Head of the Central Administrative Agency

## 1. Goals and Details of the R&D Project

### 1) Final Goals and Details

Master R&D name	Final goals	
	Overall details	
(R&D project 1) Principal R&D institute	Final goals	
	Overall details	
(R&D project (n)) Principal R&D institute	Final goals	
	Overall details	

### 2) Goals and Details by Phase (if applicable)

<Phase 1>

Master R&D name	Final goals	
	Overall details	
(R&D project 1) Principal R&D institute	Final goals	
	Overall details	
(R&D project (n)) Principal R&D institute	Final goals	
	Overall details	

<Phase #>

Master R&D name	Final goals	
	Overall details	
(R&D project 1) Principal R&D institute	Final goals	
	Overall details	
(R&D project (n)) Principal R&D institute	Final goals	
	Overall details	

### 3) R&D Outcomes and Expected Benefits

Master R&D name	Plan to utilize R&D outcomes and expected benefits	
(R&D project 1) Principal R&D institute	Plan to utilize R&D outcomes and expected benefits	
(R&D project (n)) Principal R&D institute	Plan to utilize R&D outcomes and expected benefits	

## 2. Evaluation Criteria and Evaluation Method

(if applicable; items can be selectively applied depending on the nature of the R&D project)

### 1) Master R&D : Name of Master Principal R&D Institute

#### (1) Performance Indicators and Targets

Name of performance indicator	Phase	Phase 1 (yy~yy)	Phase # (yy~yy)	Total	Weight (%)
Indicators registered/entrusted to the dedicated institute					
Indicators reflecting the nature of the R&D project					
Total					100

#### (2) Performance Indicators of Deliverables

Evaluation item (Key performance <sup>1)</sup> )	Unit	Percentage of all items <sup>2)</sup> (%)	Global top-tier country / institute	Domestic level before R&D	R&D targets		Rationale for goals
			Performance level	Performance level	Phase 1 (yy~yy)	Phase # (yy~yy)	

\*1) This pertains to technical performance evaluation criteria, such as precision, tensile strength, impact resistance, operating voltage, response time, etc.

\*2) Weight indicates the relative importance of each component performance specification towards achieving the final goal. Total weight must equal 100%.

### 1-1) R&D Project 1 : Name of Principal R&D Institute

#### (1) Performance Indicators and Targets

Name of performance indicator	Phase	Phase 1 (yy~yy)	Phase # (yy~yy)	Total	Weight (%)
Indicators registered/entrusted to the dedicated institute					
Indicators reflecting the nature of the R&D project					
Total					100

#### (2) Performance Indicators of Deliverables

Evaluation item (Key performance)	Unit	Percentage of all items (%)	Global top-tier country / institute	Domestic level before R&D	R&D targets		Rationale for goals
			Performance level	Performance level	Phase 1 (yy~yy)	Phase # (yy~yy)	

### 1-2)<sup>1)</sup> R&D Project 2 : Name of principal R&D institute

\* 1) You may include an R&D project and the principal R&D institute, if applicable.

#### (1) Performance Indicators and Targets

Name of performance indicator	Phase	Phase 1 (yy~yy)	Phase # (yy~yy)	Totals	Weight (%)
Indicators registered/entrusted to the dedicated institute					
Indicators reflecting the nature of the R&D project					
Total					100

#### (2) Performance Indicators of Deliverables

Evaluation item (Key performance)	Unit	Percentage of all items (%)	Global top-tier country / institute	Domestic level before R&D	R&D targets		Rationale for goals
			Performance level	Performance level	Phase 1 (yy~yy)	Phase # (yy~yy)	

### 3. Strategy, Method and Framework of the Master R&D

#### 1) Strategy and Method of the Master R&D

#### 2) Framework of the R&D Project

### 4. Current Status of the R&D Institute and Researchers

#### 1) R&D Project 1

##### (1) (Research) Director and R&D Projects Performed

R&D institute name	Category	(Research) Director <sup>1)</sup>	Job title (position)	Degree	Major	Recent R&D project (1) and role
	<i>Principal</i>					Project name (period/role (affiliated institution name))
	<i>Joint</i>					
	<i>Entrusted</i>					

\* 1) For the principal R&D institute, specify the research director's name; for the joint R&D institute or the entrusted R&D institute, specify the name of the master researcher supervising the execution details of the joint R&D institute or the entrusted R&D institute.

##### (2) R&D Institute and R&D Projects Performed

R&D institute name	Category	Recent R&D projects performed	Technology transfer and commercialization performed (if applicable)
		Project name (period/role (affiliated institution name))	Technology transfer or commercialization name (time of occurrence/role)

#### 2)<sup>1)</sup> R&D Project 2

\* 1) Applicable for additional R&D projects.

##### (1) (Research) Director and R&D Project Performed

R&D institute name	Category	(Research) Director <sup>1)</sup>	Job title (position)	Degree	Major	Recent R&D project (1) and role
	<i>Principal</i>					Project name (period/role (affiliated institution name))
	<i>Joint</i>					
	<i>Entrusted</i>					

\* 1) For the principal R&D institute, specify the research director's name; for the joint R&D institute or the entrusted R&D institute, specify the name of the master researcher supervising the execution details of the joint R&D institute or the entrusted R&D institute.

##### (2) R&D Institute and R&D Projects Performed

R&D institute name	Category	Recent R&D projects performed	Technology transfer and commercialization performed (if applicable)
	<i>Principal</i>	Project name (period/role (affiliated institution name))	Technology transfer or commercialization name (time of occurrence /role)
	<i>Joint</i>		
	<i>Entrusted</i>		

## 5. R&D Expenses

### 1) Plan to Subsidize/Cover R&D Expenses

(Unit : KRW 1,000)

Category			Government-funded R&D expenses	Own R&D expenses			Grants from other institutions, etc.						Total		
							Local government			Other ( )					
Project	Phase	Year	Cash	Cash	In kind	Subtotal	Cash	In kind	Subtotal	Cash	In kind	Subtotal	Cash	In kind	Total
Master R&D	Phase 1	1													
		(n)													
	Phase #	1													
		(n)													
R&D project 1	Phase 1	1													
		(n)													
	Phase #	1													
		(n)													
R&D project (n)	Phase 1	1													
		(n)													
	Phase #	1													
		(n)													
	Subtotal	1													
		(n)													

### 2) Plan to Use R&D Expense Funds

(Unit : KRW 1,000)

Category		R&D expenses											Indirect cost	Total	Grant other than R&D expenses	Standard amount for research allowance appropriation			
		Direct cost																	
		Labor cost	Student labor cost		Cost of research facilities / equipment		Resear ch material cost	Entrust ed R&D expenses	Internatio nal joint R&D expenses	R&D expenses borne	Research activity expenses	Research allowance	Sub total						
			General	Special Case	General	Special Case													
Master R&D	Cash																		
	In kind																		
	Subtotal																		
R&D project 1	Cash																		
	In kind																		
	Subtotal																		
R&D project (n)	Cash																		
	In kind																		
	Subtotal																		

3

## 국가연구개발사업 협약서(영문)

국가연구개발사업 시행규칙 [별지 제2호서식]

## NATIONAL R&amp;D PROGRAM AGREEMENT

Name of central administrative agency			Name of specialized institution						
Program name									
Name of master R&D (if applicable)									
Name of R&D project									
Announcement no.				Master R&D identification no. (if applicable)					
				R&D project no.					
Name of principal R&D institute				Research director					
Name of joint R&D institute				Director					
Name of entrusted R&D institute				Director					
R&D period	Total		From _____ to _____ (____ months)						
	Phase	First	From _____ to _____ (____ months)						
		(n)th	From _____ to _____ (____ months)						
R&D expenses (Unit : KRW 1,000)		Government-funded R&D expenses	Own R&D expenses		Grant from other institutes, etc.		Total		Grant other than R&D expenses
					Local government				
Cash		Cash	In kind	Cash	In kind	Cash	In kind	Total	
Total									
Phase 1	First year (____ - ____)								
	(n)th year (____ - ____)								
Phase #	First year (____ - ____)								
	(n)th year (____ - ____)								

This Agreement is made and entered into by and between the central administrative agency, on the one hand, and the principal R&D institute, joint R&D institute and entrusted R&D institute, on the other, in connection with implementation of the above R&D project under the following terms and conditions.

[Date]

Research director:

Affiliation :

Name:

[Parties]

Head of central administrative agency	(Name)	Official Seal
Head of specialized institution	(Name)	Official Seal
Head of principal R&D institute	(Name)	Official Seal
Head of joint R&D institute	(Name)	Official Seal
Head of entrusted R&D institute	(Name)	Official Seal

Attachments	1. R&D plan (for this Agreement), one copy 2. Other supplementary documents, one copy
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How to Complete the Cover Page (This guide does not need to be included in the submission)

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1. Name of central administrative agency : write down the name of the central administrative agency which announced the R&D project (if there is more than one relevant central administrative agency, write down the names of all relevant central administrative agencies; does not need to be filled out directly by the researchers).
2. Name of specialized institution : write down the name of the specialized institution managing the R&D project (does not need to be filled out directly by the researchers).
3. Program name : write down the program name of the relevant R&D project (does not need to be filled out directly by the researchers).
4. R&D project no. : write down the number assigned at the time the R&D project was selected (does not need to be filled out directly by the researchers).
5. Name of master R&D : if two (2) or more interrelated R&D projects are being pursued, write down the name of the R&D project which has general control over them (does not need to be filled out directly by the researchers).
6. Name of R&D project : write down the name of the R&D project performed by the R&D institute.
7. Announcement no. : write down the announcement no. at the top of the announcement on the R&D project (does not need to be filled out directly by the researchers).
8. Master R&D identification no. : write down the number assigned to the master R&D project (does not need to be filled out directly by the researchers).
9. R&D project no. : write down the number assigned at the time of application for the R&D project (does not need to be filled out directly by the researchers).
10. Name of principal R&D institute : write down the name of the institute supervising the relevant R&D project.
11. Name of joint R&D institute : write down the name of the R&D institute which will be performing the R&D project jointly with the principal R&D institute as set forth in this Agreement.
12. R&D period
  - 1) Total R&D period : write down the term of this Agreement as the total R&D period of the R&D project.
  - 2) Phase R&D period (if applicable) : if the R&D project is divided into phases, write down the R&D periods for the relevant phases.
13. Government-funded R&D expenses : write down the amount of R&D expenses to be funded by the central administrative agency.
14. Own R&D expenses : write down the amount of R&D expenses to be borne by the R&D institute, distinguishing between cash and in kind.
15. Grant from other institutes, etc. : write down the amount of R&D expenses to be funded by institutes funding the R&D expenses not included in 1) or 2) above, or institutes intending to utilize or purchase R&D results, distinguishing between cash and in kind.
16. Grant other than R&D expenses : write down the amount of support/funding from international organizations or foreign governments/agencies/organizations, etc., or the amount for programs directly implemented by central administrative agencies (including affiliated agencies) for the remit, which are not included in the R&D expenses under the *National Research and Development Innovation Act*.
17. Signature of institute heads : affix the electronic signatures of the heads of the principal R&D institute, the joint R&D institute and the entrusted R&D institute.

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### < Detailed Terms & Conditions of Agreement (Example) >

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※ The following terms & conditions may be amended to reflect the nature of the R&D project, to the extent consistent with the National Research and Development Innovation Act.

#### **Article 1 (Purpose)**

The purpose of this Agreement is to set forth the R&D plans, the authority and obligations of central administrative agencies, the authority and obligations of specialized institutions, and the rights and obligations of R&D institutes and researchers, etc. necessary for the implementation of “[project name]” research and development project (R&D project no.: \_\_\_\_) in accordance with the *National Research and Development Innovation Act* and its Enforcement Decree.

#### **Article 2 (Definitions)**

The terms used in this Agreement shall have the meanings as set forth in the *National Research and Development Innovation Act* (the “**Act**”) and its Enforcement Decree (the “**Decree**”).

#### **Article 3 (R&D Plan)**

The implementation plan for the R&D project under Article 11(1)1 of the Act shall be as set forth in the R&D plan in Attachment 1.

#### **Article 4 (Authority and Obligations of Central Administrative Agency)**

The central administrative agency shall have the following authority and obligations:

1. Comprehensive support for execution and performance of the R&D project agreement;
2. Payment of government-funded R&D expenses;
3. Management of R&D expenses, and inspection and settlement of the results of use;
4. Management of evaluations, including phase evaluation, special evaluation and final evaluation, and follow-up actions with respect to the R&D project;
5. Requiring the R&D institute and the research director to report on the R&D project and submit relevant materials;
6. Management and supervision of the utilization of R&D project outcomes;
7. Management of the collection and use of R&D project royalties;
8. Collection, management and processing of R&D data;
9. Management of security and measures relating to national R&D program data;
10. Establishment and evaluation of R&D support systems, and R&D-related education/training;
11. Recommendation and supervision of system improvement in relation to the R&D institute;
12. Measures to ensure that the R&D project is conducted in good faith, such as ensuring research ethics and sanctions; and
13. Other incidental work necessary for performance of the work under subparagraph 1 through 12 of this Article 4, and other matters prescribed by relevant regulations.

#### **Article 5 (Authority and Obligations of Specialized Institutions)**

The specialized institution shall exercise the authority and perform the obligations set forth in Article 4 on behalf of the central administrative agency.

## Article 6 (Rights and Obligations of R&D Institutes)

(1) The principal R&D institute shall have the following rights and obligations:

1. Comprehensive management of execution and performance of the R&D project agreement;
2. General control over performance of the R&D project, and cooperation with other participating R&D institutes;
3. General control over preliminary review/adjustment and preparation of the R&D plan;
4. Payment of R&D expenses to be borne by the principal R&D institute;
5. General control over reporting on the use/management and results of the use of R&D expenses;
6. Securing of researchers/facilities necessary for implementation of the R&D project, and research support;
7. General control over preparation of various reports, such as annual/phase/final reports, for the R&D project;
8. General control over utilization of R&D outcomes, and preparation of the report on utilization of outcomes, etc.;
9. Report on the collection/use of royalties, and the results of payment and collection of part of the royalties or gains from research outcomes;
10. Submission of the materials necessary for examination/analysis/evaluation of the national R&D program pursuant to Article 12(1) of the *Framework Act on Science and Technology*;
11. Management of R&D project security;
12. Establishment and operation of research ethics regulations;
13. Utilization and management of research facilities/equipment, and provision of relevant materials;
14. Reporting of any misconduct, etc., to the central administrative agency;
15. Preparation and management of its own guidelines for the preparation/management of research notes; and
16. Other matters prescribed by the Act or the Decree as falling within the authority and responsibilities of the principal R&D institute.

(2) The rights and obligations of the principal R&D institute, if it were to exercise general control over interrelated R&D projects, are as follows:

1. General control and management of the interrelated R&D projects; and
2. Preliminary review/adjustment of the R&D plan for the interrelated R&D projects, and establishment of the overall research plan.

(3) The joint R&D institute shall have the following rights and obligations:

1. Management of execution and performance of the R&D project agreement;
2. Joint participation in the R&D project, and cooperation with other participating R&D institutes;
3. Preparation of the R&D plan;
4. Payment of R&D expenses to be borne by the joint R&D institute;
5. Securing of researchers/facilities necessary for implementation of the R&D project, and research support;
6. Report on use/management and results of the use of R&D expenses;
7. Preparation of various reports, such as annual/phase/final reports, for the R&D project;
8. Utilization of R&D outcomes, and preparation of the report on the utilization of outcomes, etc.;
9. Report on collection/use of royalties, and the results of payment and collection of part of the royalties or gains from research outcomes;

10. Cooperation in the submission of materials necessary for examination/analysis/evaluation of the national R&D program pursuant to Article 12(1) of the *Framework Act on Science and Technology*;
11. Management of the R&D project security;
12. Establishment and operation of research ethics regulations;
13. Utilization and management of research facilities/equipment, and provision of relevant materials;
14. Reporting of any misconduct, etc., to the central administrative agency;
15. Preparation and management of its own guidelines for the preparation/management of research notes; and
16. Other matters prescribed by the Act or the Decree as falling within the authority and responsibilities of the joint R&D institute.

(4) The entrusted R&D institute shall have the following rights and obligations:

1. Management of execution and performance of the R&D project agreement;
2. Joint participation in the R&D project, and cooperation with other participating R&D institutes;
3. Preparation of the R&D plan;
4. Securing of researchers/facilities necessary for implementation of the R&D project, and research support;
5. Report on use/management and results of the use of the R&D expenses;
6. Preparation of various reports, such as annual/phase/final reports, for the R&D project;
7. Report on collection/use of royalties, and the results of payment and collection of part of the royalties or gains from research outcomes;
8. Cooperation in the submission of materials necessary for examination/analysis/evaluation of the national R&D program pursuant to Article 12(1) of the *Framework Act on Science and Technology*;
9. Management of R&D project security;
10. Establishment and operation of research ethics regulations;
11. Utilization and management of research facilities/equipment, and provision of relevant materials;
12. Reporting of any misconduct, etc., to the central administrative agency;
13. Preparation and management of its own guidelines for the preparation/management of research notes; and
14. Other matters prescribed by the Act or the Decree as falling within the authority and responsibilities of the joint R&D institute.

## Article 7 (Rights and Obligations of Researchers)

(1) The rights and obligations of researchers are as follows:

1. Carry out national R&D projects in good faith based on spontaneity and responsibility;
2. Proactively demonstrate their skills and creativity in carrying out the national R&D projects, taking into account the economic/social impact; and
3. Adhere to the research ethics, and carry out national R&D projects with honesty and transparency.

(2) The research director shall ensure that the researchers devote themselves to research and development.

**Article 8 (Amendment)**

Any amendment to this Agreement shall be made in accordance with Article 11(2) of the Act, and Article 14 of the Decree.

**Article 9 (Termination)**

This Agreement may be terminated in accordance with Article 11(4) of the Act, and Article 15 of the Decree.

**Article 10 (Report on R&D Outcomes)**

Matters relating to submission of the annual report, phase reports, final report, or reports on the utilization of outcomes shall be governed by Article 12, paragraphs (4) through (6) of the Act, and Article 18 of the Decree.

**Article 11 (Evaluation of R&D Project)**

- (1) The phase evaluations and final evaluation of the R&D project shall be governed by Articles 12(2), 14 and 15 of the Act, and Article 16 and Articles 25 through 29 of the Decree.
- (2) If necessary, the head of the central administrative agency may conduct the phase evaluations, final evaluation, or special evaluations after setting forth the detailed criteria, method and procedure, etc. of the relevant evaluation.

**Article 12 (Measures upon Evaluation)**

The measures to be taken based on the results of phase evaluations, final evaluation, or special evaluations shall be governed by Articles 12(3) and 15 of the Act, and Article 17 of the Decree.

**Article 13 (Payment/Use/Management of R&D Expenses; Report on Details of Use/Settlement)**

- (1) The head of the central administrative agency shall remit the government funds to the R&D institute as follows:

Phase	Year	Category	Institute name	Government-funded R&D expenses		
				Total	(Scheduled) first payment	(Scheduled) second payment
Phase 1	First year	Principal R&D institute				
		Joint R&D institute				
	(n)th year	Principal R&D institute				
		Joint R&D institute				
Phase #	First year	Principal R&D institute				
		Joint R&D institute				
	(n)th year	Principal R&D institute				
		Joint R&D institute				

- (2) The head of the R&D institute shall remit the cash for the R&D expenses to be borne by the institute to the account designated by the central administrative agency:

Phase	Year	Category	Institute name	Own R&D expenses			Due date	
				Cash	In kind	Total	(Scheduled) first payment	(Scheduled) second payment
Phase 1	First year	Principal R&D institute						
		Joint R&D institute						

	(n)th year	Principal R&D institute						
		Joint R&D institute						
Phase #	First year	Principal R&D institute						
		Joint R&D institute						
	(n)th year	Principal R&D institute						
		Joint R&D institute						

(3) Notwithstanding paragraph (1), the frequency, timing, conditions, method, etc. of payment of the government funds may be adjusted in any of the following cases, taking into account the purpose and nature of the national R&D program:

1. If this Agreement is amended due to a reduction in the R&D expenses or a shortening of the R&D period;
2. If it becomes necessary to adjust the government funds due to reasons such as circumstances involving government budgets, amendment of applicable laws or regulations, or changes to government policy;
3. If this Agreement is amended or terminated;
4. If it becomes necessary to make adjustment based on the results of site investigation or evaluation, etc., conducted by a person designated by the head of the central administrative agency;
5. If it becomes necessary to make adjustment due to the occurrence of any event beyond the control of the head of the central administrative agency.

(4) The head of the R&D institute shall have an R&D expense card (the “**R&D expense card**”) issued or designated pursuant to Article 24 of the Decree by one of the following methods:

1. Applying for the issuance of an R&D expense card linked to the relevant R&D project through introduction of the integrated data system; or
2. Registering a corporate credit card whose payment account is a corporate account of the R&D institute in the integrated data system, and designating the relevant corporate credit card as an R&D expense card.

(5) If the R&D institute is found to have appropriated R&D expenses unreasonably or excessively, the head of the central administrative agency may take the following actions:

1. If discovered during the R&D project term, reduce or recover the unreasonably or excessively appropriated amount;
2. If discovered after the R&D project term but before the settlement, refuse to recognize the expenses and then shall recover the unreasonably or excessively appropriated amount; or
3. If discovered after the settlement, redo the settlement, and refuse to recognize the expenses and then shall recover the unreasonably or excessively appropriated amount.

(6) Matters relating to the payment/use/management, and reporting on details of use/settlement of R&D expenses, other than those referred to in paragraphs (1) through (5), shall be governed by Article 13 of the Act, and Articles 19 through 26 of the Decree, and the administrative rules governing the matters delegated under Article 13 of the Act or Articles 19 through 26 of the Decree.

#### Article 14 (Ownership of R&D Outcomes)

The ownership of R&D outcomes shall be governed by Article 16 of the Act, and Article 32 of the Decree.

### Article 15 (Management of R&D Outcomes)

The management of R&D outcomes shall be governed by Article 16(4) of the Act, and Article 33 of the Decree.

### Article 16 (Utilization and Disclosure of R&D Outcomes)

- (1) The R&D institute shall disclose the following required information when it advertises, discloses or publishes the process and outcomes of implementation of the R&D project:
  1. If the R&D outcome is a research paper: year in which the R&D expenses were funded by the government; name of central administrative agency which funded the R&D expenses; R&D project no.; name of the R&D project; and contribution ratio by R&D project (if there is more than one (1) R&D project, then the sum of the contribution ratios shall be 100%);
  2. If the R&D outcome is a patent: name of central administrative agency which funded the R&D expenses; name of the national R&D program; R&D project no.; name of the R&D project; contribution ratio by R&D project (if there is more than one (1) R&D project, then the sum of the contribution ratios shall be 100%); and the R&D period of the R&D project; or
  3. When promoting an R&D outcome to the press: year in which the R&D expenses were funded by the government and the amount thereof; name of central administrative agency which funded the R&D expenses; and name of the national R&D program.
- (2) Where the R&D institute or any of its officers/employees improves the R&D outcomes and thereby creates new outcomes ("improved outcomes") or obtains any intellectual property rights, etc., the contract on implementation of the improved outcomes shall be deemed to be the contract on implementation of the R&D outcomes.
- (3) The R&D institute shall disclose the final report and a list of registered/deposited R&D outcomes through the integrated data system within three (3) months after submission of the supplemented final report; provided, that any classified patents need not be disclosed.
- (4) Any other matters relating to utilization and disclosure of the R&D outcomes shall be governed by Article 17 of the Act, and Articles 34 and 35 of the Decree.

### Article 17 (Collection, Payment and Use of Royalties)

- (1) The collection, payment and use of royalties, and the payment or reduction/exemption of gains from royalties or R&D outcomes, shall be governed by Article 18 of the Act, and Article 38 through 41 of the Decree, and as prescribed by the central administrative agency pursuant to Article 18 of the Act, or Articles 38 through 41 of the Decree.
- (2) The technical contribution ratio under Article 39(2) of the Decree shall be determined as follows with respect to the payment of gains from the R&D outcomes by an institution obligated to pay the royalties, etc.:

Category	First revenue year	Second revenue year	Third revenue year	Fourth revenue year	Fifth revenue year	(Unit: %)
Technical contribution ratio						

### Article 18 (Registration and Management of Research Facilities/Equipment)

The registration and management of research facilities/equipment shall be governed by Article 28 of the *Framework Act on Science and Technology*, and the administrative rules governing the matters delegated under Article 28 of the *Framework Act on Science and Technology*.

### Article 19 (Processing of R&D Data)

- (1) The head of the R&D institute and the research director shall respond in good faith to inspections of the R&D site, access to relevant documents, and requests for submission of relevant materials, etc., by a person designated by the head of the central administrative agency.
- (2) The party notifying the other party of the relevant materials shall do so in writing via content-certified mail, registered mail, or electronic document to the address of the other party set forth herein. If by electronic document, it shall be sent by one of the following methods:
  1. Transmission to the e-mail address registered by the R&D institute in the integrated data system;
  2. Transmission through the integrated data system; or
  3. Transmission through the data system of the parties hereto.
- (3) Each party shall immediately notify the other parties of any change of address.
- (4) Other matters, such as the processing of R&D data, etc., shall be governed by Articles 19 and 20 of the Act, Articles 42 and 43 of the Decree, and the administrative rules governing the matters delegated under Articles 19 and 20 of the Act, or Articles 42 and 43 of the Decree.
- (5) If it is not possible to use the integrated data system of a foreign institute, the necessary work may be performed by a domestic R&D institute on its behalf.

### Article 20 (Management of Laboratory Safety)

- (1) The R&D institute shall comply with the matters relating to laboratory safety under applicable laws, including the *Act on the Establishment of Laboratory Safety Environment*, and the *Occupational Safety and Health Act*, or the matters set forth in the R&D institute's regulations on laboratory safety management.
- (2) If the R&D institute is a public institution, it shall comply with the guidelines governing the matters delegated under the *Act on the Management of Public Institutions*, with respect to safety management.

### Article 21 (Management of Security)

- (1) The head of the R&D institute shall, within one (1) month from the date hereof, designate a research security manager pursuant to Article 44(3) of the Decree, and shall establish and implement security management regulations.
- (2) Matters relating to security management, other than those referred to in paragraph (1), shall be governed by Article 21 of the Act, and Articles 44 through 48 of the Decree.

### Article 22 (Establishment of Research Support Systems, etc.)

The establishment of research support systems, and the strengthening of the capabilities of affiliated researchers/research support personnel shall be governed by Articles 24 through 26 of the Act, and Articles 51 and 52 of the Decree, and the administrative rules governing the matters delegated under Articles 24 through 26 of the Act, or Articles 51 and 52 of the Decree.

### Article 23 (Sanctions for Misconduct)

Sanctions for misconduct, etc. and recovery of R&D expenses shall be governed by Articles 31 through 34 of the Act, and Articles 56 and 57 and Articles 59 through 63 of the Decree, the Enforcement Rule of the Act (the “Rule”), and the R&D institute's own rules on the reporting and investigation of, and actions against, misconduct.

#### **Article 24 (Preparation and Management of Research Notes)**

The preparation and management of research notes shall be governed by Article 35(2) of the Act, Article 65(1) of the Decree, and the Guidelines on Research Notes for National R&D Programs.

#### **Article 25 (Management of Number of Simultaneous R&D Projects)**

The head of the R&D institute shall ensure that the affiliated researchers devote themselves to research, and shall manage things in such a way that the researchers comply with the limitation on the number of R&D projects that can be carried out by the researchers at the same time under Article 64 of the Decree.

#### **Article 26 (Compliance with Applicable Laws, etc.)**

- (1) In carrying out the R&D project, the head of the R&D institute shall, with respect to matters not expressly set forth in this Agreement, comply with the Act; the Decree; the Rule; administrative rules governing the matters delegated under the Act, the Decree or the Rule; laws applicable to implementation of the relevant national R&D program; and administrative rules governing the matters delegated under the applicable laws (the “**applicable laws, etc.**”).
- (2) The interpretation of the Minister of Science and ICT shall apply with respect to the Act, the Decree, the Rule, and interpretation of the Act, the Decree or the Rule, and the interpretation of the head of competent central administrative agency shall apply with respect to the laws applicable to implementation of the relevant national R&D program, and administrative rules governing the matters delegated under applicable laws.

#### **Article 27 (Language)**

An English translation of this Agreement may be used in the pursuit of joint international research of a national R&D program; provided, that in the event of any discrepancy in interpretation between the Korean and English versions, the Korean version shall prevail.

## 4

## 연차보고서(영문)

국가연구개발혁신법 시행규칙 [별지 제3호서식]

1 / 12

Annual Report								Security rating			
				Program name				General [ ] , Classified [ ]			
Name of central administrative agency				Program name		Sub-program name (if applicable)					
Name of specialized institute (if applicable)						Master R&D identification no. (if applicable)					
Announcement no.				R&D project no.							
Technology classification	National science & technology standard classification system		1st priority subcategory code name	%	2nd priority subcategory code name	%	3rd priority subcategory code name	%			
	Ministry/agency technology classification (if applicable)		1st priority subcategory code name	%	2nd priority subcategory code name	%	3rd priority subcategory code name	%			
Master R&D name (if applicable)		Korean									
		English									
R&D project name		Korean									
		English									
Principal R&D institute		Institute name				Business registration no.					
		Address (Zip code)				Corporate registration no.					
Research director		Name		Job title							
		Contact information		Office phone		Mobile phone					
				Email		National researcher no.					
R&D period	Total		From		to		From		( year(s) month(s))		
	Phase (if applicable)		From		to		From		( year(s) month(s))		
			From		to		From		( year(s) month(s))		
	Phase #		From		to		From		( year(s) month(s))		
	Relevant year		Phase # / (n)th year		From		to		( year(s) month(s))		
Planned R&D expenses (Unit: KRW 1,000)		Government -funded R&D expenses		Grants from other institutes, etc.				Total		Grant other than planned R&D expenses	
		Own R&D expenses		Local government		Other ( )					
		Cash	Cash	In kind	Cash	In kind	Cash	In kind	Total		
Total											
Phase 1	First year										
	(n)th year										
	Phase #	First year									
		(n)th year									
Joint R&D institute, etc. (if applicable)		Institute name		Director		Job title	Mobile phone		Email	Note	
Joint R&D institute										Role	Institute type
Entrusted R&D institute											
Institute other than R&D institute											
R&D project manager		Name				Job title					
		Contact information	Office phone			Mobile phone					
			Email			National researcher no.					

We hereby affirm the veracity of the information contained within this Annual Report. In the event that any of the information is found to be inaccurate or false, we willingly accept the consequences, including but not limited to the potential suspension of our R&D project, termination of this Agreement or imposition of sanctions in adherence to all pertinent laws, regulations, and obligations.

[Date]

Research director: (Seal)  
 Head of principal R&D institute: (Official seal)  
 Head of joint R&D institute: (Official seal)  
 Head of entrusted R&D institute: (Official seal)

Attention: Head of the Central Administrative Agency

## How to Complete the Cover Page (This guide does not need to be included in the submission)

1. Security rating: mark [✓] beside 'Classified' if it falls within classified tasks as defined in Article 21(2) of the *National Research and Development Innovation Act*; otherwise, mark [✓] beside 'General' (does not need to be filled out directly by the researchers).
2. Name of central administrative agency: write down the name of the central administrative agency which announced the R&D project (if there is more than one relevant central administrative agency, write down the names of all relevant central administrative agencies; this does not need to be filled out directly by the researchers).
3. Name of specialized institute: write down the name of the specialized institute managing the R&D project (does not need to be filled out directly by the researchers).
4. Program name: write down the relevant program name of the R&D project (does not need to be filled out directly by the researchers).
5. Sub-program name: write down the relevant sub-program name of the R&D project (does not need to be filled out directly by the researchers).
6. Announcement no.: write down the announcement no. at the top of the announcement on the R&D project (does not need to be filled out directly by the researchers).
7. Master R&D identification no.: write down the number assigned to the master R&D project (does not need to be filled out directly by the researchers).
8. R&D project no.: write down the number assigned at the time the R&D project was selected (does not need to be filled out directly by the researchers).
9. National science & technology standard classification system: write down the classification as indicated in the R&D Plan.
10. Ministry/agency technology classification: write down the classification as indicated in the R&D Plan.
11. Master R&D name: if two or more correlated R&D projects are to be executed, write down the name of the overarching research and development (does not need to be filled out directly by the researchers).
12. R&D project name: write down the name of the R&D project to be performed by the R&D institute.
13. R&D period:
  1. Total: write down the term of this Agreement as the total R&D period of the R&D project.
  2. Phase #: if the R&D project is divided into phases, write down the R&D periods for the relevant phases.
  3. Relevant year: write down the R&D period for the relevant year of the R&D project
14. Planned R&D expenses: if the R&D project is not divided into phases, the total R&D period is considered as Phase 1.
  - 1) Government-funded R&D expenses: write down the amount of planned R&D expenses to be funded by the central administrative agency.
  - 2) Own R&D expenses: write down the amount of planned R&D expenses to be borne by the R&D institute, distinguishing between cash and in kind, in accordance with Article 19 and [Attached Table 1] of the Enforcement Decree.
  - 3) Grants from other institutions, etc.: write down the amount of planned R&D expenses to be funded by institutes funding the R&D expenses not included in 1) or 2) above, or institutes intending to utilize or purchase the R&D achievements, distinguishing between cash and in kind.
  - 4) Grant other than the planned R&D expenses: write down the amount of support/funding from international organizations or foreign governments/agencies/organizations, etc., or the amount for a program directly implemented by the central administrative agencies (including affiliated agencies) for the remit, which are not included in the planned R&D expenses under the *National Research and Development Innovation Act*.
15. Role of the joint R&D institute
  - 1) Write down "demand" if the joint R&D institute is a company (on the demand side) intending to utilize or purchase the R&D achievements.
  - 2) Write down "joint" if the joint R&D institute is not a company on the demand side.
16. Role of the entrusted R&D institute: write down "entrusted."
17. Role of institutions other than an R&D institute (only if required during the public contest)
  - 1) If the institution is a local government, write down "local government."
  - 2) If the institute is an overseas R&D institute, write down "international cooperation."
  - 3) If the institute is intended to utilize R&D achievements, write down "beneficiary."
  - 4) If the institute engages in consulting related to the R&D project, write down "consulting."
  - 5) For any remaining roles, write down "other."
18. Institute type
  - 1) If it is a research institute directly established and operated by the state, write down "national research institute" (if the central administrative agency (excluding its affiliated institute) directly conducts the R&D project, write down "government ministry/agency").
  - 2) If it is a research institute directly established and operated by a local government, write down "public research institute" (if the local government (excluding its affiliated institute) directly conducts the R&D project, write down "local government.")
  - 3) If it is a school as stipulated in Article 2 of the *Higher Education Act*, write down "university."
  - 4) If it is an institute that falls under any of the following, write down "government-funded research institute."
    - (1) A government-funded research institute pursuant to Article 2 of the *Act on the Establishment, Operation and Fostering of Government-Funded Research Institutes*.
    - (2) A government-funded research institute in the field of science and technology as stipulated in Article 2 of the *Act on the Establishment, Operation and Fostering of Government-Funded Science and Technology Research Institutes*.
    - (3) A specific research institute as provided in Article 2 of the *Specific Research Institute Support Act*.
    - (4) The Korea Institute of Ocean Science & Technology (KIOST) established under Article 3 of the *Act on the Korea Institute of Ocean Science & Technology*.
    - (5) The Agency for Defense Development established pursuant to Article 3 of the *Act on the Agency for Defense Development*.
  - 5) If it is a local government-funded research institute as stipulated in Article 2 of the *Act on the Establishment and Operation of Local Government-Funded Research Institutes*, write down "local government-funded research institute."
  - 6) If it is a company as stipulated in Article 2 of the *Framework Act on Small and Medium Enterprises*, write down "SME."
  - 7) If it is a company as stipulated in Article 2(1) of the *Special Act on the Promotion of Growth and the Strengthening of Competitiveness of Middle-Standing Enterprises*, write down "middle-standing enterprise."
  - 8) If it is a company as stipulated in Article 169 of the *Commercial Act* and neither an SME nor a middle-standing enterprise, write down "large enterprise."
  - 9) If it is a public corporation as stipulated in Article 5(4)1 of the *Act on the Management of Public Institutes*, write down "public corporation."
  - 10) If it is a hospital-level medical institute as stipulated in Article 3(2)3 of the *Medical Service Act*, write down "hospital."
  - 11) If it is a specialized production technology research institute as stipulated in Article 42(1) of the *Industrial Technology Innovation Promotion Act*, write down "specialized research institute."
  - 12) If the institute does not fall under 1) through 11), write down "other."
19. R&D project manager: write down the working-level project manager from the principal R&D institute, who participates in the R&D project, possesses a comprehensive understanding of details of the R&D, and is proficient in engaging in practical discussions with the specialized institute regarding details of the R&D.
20. Signature of institute head: affix the electronic signature of the head of the principal R&D institute, the head of the joint R&D institute, and the head of the entrusted R&D institute.

### < Abstract >

※ Limit the abstract to 5 pages or less.

Program name				Master R&D identification no. (if applicable)				
Sub-program name (if applicable)				R&D project no.				
Technology classification	National science & technology standard classification system	1st priority subcategory code name	%	2nd priority subcategory code name	%	3rd priority subcategory code name	%	
	Ministry/agency technology classification (if applicable)	1st priority subcategory code name	%	2nd priority subcategory code name	%	3rd priority subcategory code name	%	
Master R&D name (if applicable)								
R&D project name								
Total R&D period								
Relevant phase								
Relevant year								
Total planned R&D expenses		Total KRW thousand (Government-funded R&D expenses: KRW thousand / Own R&D expenses: KRW thousand, Local government-funded R&D expenses: KRW thousand / Expenses funded by others: KRW thousand)						
Relevant phase		Total KRW thousand (Government-funded R&D expenses: KRW thousand / Own R&D expenses: KRW thousand, Local government-funded R&D expenses: KRW thousand / Expenses funded by others: KRW thousand)						
Relevant year		Total KRW thousand (Government-funded R&D expenses: KRW thousand / Own R&D expenses: KRW thousand, Local government-funded R&D expenses: KRW thousand / Expenses funded by others: KRW thousand)						
R&D phase		Basic [ ] Applied [ ] Development [ ] Other (if not falling under the above three) [ ]		Technology maturity (if applicable)		Baseline as of start date ( ) Target as of end date ( )		
R&D project type (if applicable)								
Nature of the R&D project (if applicable)								
Goals and details of R&D	Final goals							
	Overall details							
	Phase 1 (if applicable)	Goals						
		Details						
	Phase # (if applicable)	Goals						
Details								
Relevant year	Goals							
	Details							
R&D achievements								
Plan to utilize R&D achievements and expected effects								
Korean key words (5 or less)								
English key words (5 or less)								

## How to Complete the Abstract (This guide does not need to be included in the submission)

1. Program name: write down the relevant program name of the R&D project (does not need to be filled out directly by the researchers).
2. Sub-program name: write down the relevant sub-program name of the R&D project (does not need to be filled out directly by the researchers).
3. Master R&D identification no.: write down the number assigned to the master R&D project (does not need to be filled out directly by the researchers).
4. R&D project no.: write down the number assigned at the time the R&D project was selected (does not need to be filled out directly by the researchers).
5. Technology classification: write down the technology classification as stated on the cover page of the R&D Plan.
6. Master R&D name: write down the master R&D name as stated on the cover page of the R&D Plan.
7. R&D project name: write down the R&D project name as stated on the cover page of the R&D Plan.
8. Total R&D period: write down the total R&D period of the R&D project as stated on the cover page of the R&D Plan.
9. Total planned R&D expenses (relevant phase and year): write down the total planned R&D expenses of the R&D project (relevant phase and year) as stated on the cover page of the R&D Plan.
10. R&D phase: mark [✓] beside the R&D phase relevant to the R&D project.
  - 1) Basic R&D phase: this phase refers to theoretical or experimental research conducted to gain new knowledge concerning phenomena and observable facts without a direct intent to achieve a particular application or program.
  - 2) Applied R&D phase: this phase refers to original research conducted to gain new scientific knowledge primarily for practical goals by leveraging knowledge obtained during the basic R&D phase.
  - 3) Development R&D phase: this phase refers to systematic research conducted to produce new products, devices, and services or to practically enhance existing ones that have already been produced or installed, by utilizing knowledge gained during the basic R&D phase, the applied R&D phase, and through practical experiences.
  - 4) Other: this includes cases that do not fit into the above three phases (Basic, Applied, Development).
11. Technology maturity: as this refers to the maturity of a specific technology (materials, components, devices, systems, etc.), select the relevant stage from the following 9 stages in consideration of the final R&D goals, details, final deliverables, etc. (please fill out only when the R&D project is intended to develop a specific technology.)
  - 1) Basic R&D stage: Stage 1 (basic theory/experiments), Stage 2 (conceptualization of ideas, patents, etc., for practical purposes)
  - 2) Experimental stage: Stage 3 (laboratory-scale validation of basic performance)  
Stage 4 (laboratory-scale evaluation of core performance of materials, components, and systems)
  - 3) Prototype stage: Stage 5 (producing a prototype of finalized materials, components, and systems, and performance evaluation), Stage 6 (prototype production on a trial scale, and performance evaluation)
  - 4) Productization: Stage 7 (reliability evaluation and evaluation by demand-side companies), Stage 8 (trial product certification and standardization)
  - 5) Commercialization: Stage 9 (Commercialization)
12. R&D project type: write down the type of the R&D project that the central administrative agency categorized at its discretion when announcing the R&D project (does not need to be filled out directly by the researchers).
13. Nature of the R&D project: write down the nature of the R&D project as stated when the R&D project was announced by the central administrative agency (does not need to be filled out directly by the researchers).
14. R&D goals: describe the goals of the R&D project in approximately 500 characters.
15. R&D details: describe the details of the R&D project in approximately 1,000 characters.
16. R&D achievements: describe the quantitative and qualitative achievements resulting from implementation of the R&D project in approximately 500 characters. (If the R&D project is divided into phases, include a table showing the goals for each R&D achievement item by phase over the entire R&D period.)
17. Plan to utilize R&D achievements and expected benefits: describe areas where there may be demand for the R&D achievements, how those achievements can be utilized, expected economic effects, etc., in approximately 500 characters (if the R&D project is intended to build research facilities and equipment, describe performance management and self-sustaining operational plan, income management and operation plan, which leverage these research facilities and equipment).

※ The following form may be customized by adjusting the format, such as adding or modifying items, rearranging the sequence and structure thereof, or as a separate attachment to align with the specific nature of the R&D project, including essential information required in each item. Item "1.3) Detailed quantitative R&D achievements" may be modified and used from January 4, 2021 to December 31, 2021.

## 1. Overview of the R&D Project

### 2. Implementation Process and Details of the R&D Project

### 3. Results of the R&D Project and Level of Goal Achievement

#### 1) Qualitative R&D achievements

#### 2) Quantitative R&D achievements (To be completed if applicable; may be modified depending on the nature of the R&D project)

< Example Table of Quantitative R&D Achievements > (Units: cases, KRW thousand)

Name of performance indicator	Year	Phase 1	Phase #	Total	Weight (%)
		(YYYY-YYYY)	(YYYY-YYYY)		
Indicators registered/entrusted to the dedicated institute <sup>1</sup>	Goal (by phase)				
	Actual (cumulative)				
	Goal (by phase)				
	Actual (cumulative)				
Indicators reflecting the nature of the R&D project <sup>2</sup>	Goal (by phase)				
	Actual (cumulative)				
	Goal (by phase)				
	Actual (cumulative)				
Total					

\* 1.Indicators registered/entrusted to the dedicated institute: refers to papers [SCI Expanded (SCIE), non-SCIE, average Impact Factor (IF)], patents, full-text reports, research facilities and equipment, technical summaries, copyrights (software, books, etc.), biological resources (bioinformatics data, biological materials), standardization (domestic, international), chemical compounds, and new varieties. For papers, academic presentations, and patents, actuals against goals are not required to be stated.

\* 2.Indicators reflecting nature of the R&D project: refers to technology implementation (transfer), technology fee, commercialization (investment performance, productization, sales amount, export amount, job creation, employment effect, investment attraction), cost reduction, technology (product) certification, production and certification of test products, designation of new technology, improvement of trade balance, economic ripple effect, industrial support (technical guidance), educational guidance, human resource development (professional research personnel, industrial research personnel, number of graduates, employment, training programs, etc.), incorporation into laws and regulations, utilization in policies, incorporation into design standards, utilization in other R&D programs, technology trade, promotion (exhibitions), international cooperation, awards and honors, and other utilization of the R&D. (Indicators unique to the nature of the R&D project may be added.)

< Example of Performance Indicators for R&D Achievements >

Evaluation item (Key performance <sup>1)</sup> )	Unit	Percentage of all items <sup>2)</sup> (%)	Global top-tier		Domestic level before R&D	R&D goals		Rationale for goals
			Country/institution	Performance level		Performance level	Phase 1 (YYYY-YYYY)	Phase # (YYYY-YYYY)

\*1.This pertains to technical performance evaluation criteria, such as precision, tensile strength, impact resistance, operating voltage, response time, etc.

\*2.Weight indicates the relative importance of each component's performance specification towards achieving the final goal. Total weight must equal 100%.

## 3) Detailed quantitative R&amp;D achievements (Complete only applicable sections and attach supporting documentation.)

## [Scientific Achievements]

 Publication of papers (domestic and international academic journals)

No.	Title of paper	Name of journal	Name of lead author	Volume/Issue	Country	Publisher	SCIE status (SCIE/Non-SCIE)	Date of publication	Registration no. (ISSN)	Contribution rate

 Presentation at domestic and international academic conferences

No.	Name of conference	Presenter	Date and time of presentation	Venue	Country

 Technical summaries

Year	Name of technology	Summary description	Level of technology readiness	Registration no.	Utilization status	Reason for non-utilization	Utilization outside the R&D organization	Mode of authorization

 Full-text report

Year	Category of report	Date of publication	Registration no.

 Biological resources (biological materials, bioinformatics data) / compounds

No.	Name of biological resource (biological materials, bioinformatics data)	Registration/deposit no.	Registration/deposit organization	Year of occurrence

## [Technological Achievements]

 Intellectual property rights (patents, utility models, designs, trademarks, standards, new varieties, programs)

No.	Title of intellectual property rights (provide details for each item)	Country	Application				Registration				Contribution rate	Utilization status
			Applicant	Date of application	Application no.	Registration no.	Registrant	Date of registration	Registration no.			

 Types of intellectual property utilization

\* For rights currently being utilized, check (✓) the current type(s) of utilization. For rights not yet utilized, check (✗) the planned type(s) of utilization (up to three selections allowed).

No.	Productization	Defensive use	Exclusive license	Non-exclusive license	Free license	Sale/transfer	Cross license	Collateral loan	Investment	Others

 Copyrights (software, books, etc.)

No.	Name of copyright	Date of creation	Author	Date of registration	Registration no.	Copyright holder	Contribution rate

 Designation of new technology

No.	Name	Date of application	Date of notification	Protection period	Designation no.

 Technology and product certification

No.	Field of certification	Certifying organization	Details		Date of certification	Country
			Name of certification	Certification no.		

Standardization Domestic standards

No.	Category of certification <sup>1)</sup>	Certification status <sup>2)</sup>	Name of standard	Name of standard certification organization	Proposing entity	Type of standard <sup>3)</sup>	Date of proposal/certification

\* 1.) Fill in the applicable details from Korean Industrial Standards (KS), organizational standards, etc.

\* 2.) Indicate whether it is a proposal or certification.

\* 3.) Indicate whether it is a new standard or a revision.

 International standards

No.	Category of standardization stage <sup>1)</sup>	Name of standard	Name of standard organization <sup>2)</sup>	Name of standard subcommittee	Participation in chair group activities	Pursuit of standard-essential patent	Standard development method <sup>3)</sup>	Proposer	Standardization no.	Date of proposal

\* 1.) Fill in the applicable stage from: New Proposal (NP), Working Draft (WD), Committee Draft (CD), Draft International Standard (DIS), Final Draft International Standard (FDIS), or International Standard (IS).

\* 2.) Indicate whether it is International Organization for Standardization (ISO), International Electrotechnical Commission (IEC), or Joint Technical Committee 1 (JTC1).

\* 3.) Indicate whether it is International Standard (IS), Technical Specification (TS), Technical Report (TR), Publicly Available Specification (PAS), or others.

**[Economic Achievements]** Production of prototype products

No.	Name of prototype product	Date of launch/production	Manufacturer	Installation location	Field of application	Time required for commercialization	Certification authority (if applicable)	Date of certification (if applicable)

 Technology implementation (transfer)

No.	Technology transfer type	Name of technology implementation contract	Target organization for technology implementation	Date of technology implementation	Technology fee (amount incurred in the relevant year)	Cumulative collection status

 Investment in commercialization

No.	Additional R&D investment	Facility investment	Other investments	Total	Nature of investment funds <sup>*</sup>

\* Fill in applicable type: internal funds, credit loan, collateral loan, attracted investment, or other.

 Commercialization status

No.	Commercialization method <sup>1)</sup>	Commercialization type <sup>2)</sup>	Region <sup>3)</sup>	Name of commercialization	Details	Name of company	Sales		Year of sales occurrence	Technology lifespan
							Domestic (KRW thousand)	Overseas (USD)		

\* 1.) Indicate whether the method is technology transfer or in-house implementation.

\* 2.) Indicate whether the type is new product development, improvement of existing product, new process development, or improvement of existing process.

\* 3.) Indicate whether the region is domestic or overseas.

 (Cumulative) sales performance

Name of commercialization	Year of occurrence	Sales		Total	Calculation method
		Domestic (KRW thousand)	Overseas (USD)		
Total					

**Commercialization plan and effect of trade balance improvement**

Performance				
Commercialization plan	Period required for commercialization (years)			
	Required budget (KRW thousand)			
	Expected sales (KRW thousand)	To date	In 3 years	In 5 years
	Market share	Unit (%)	To date	In 3 years
	Domestic			In 5 years
	Overseas			
Plans for development of other models or products using related technologies and products				
Value of trade balance improvement (KRW thousand)	Import substitution (domestic supply)	Current	In 3 years	In 5 years
	Export			

 **Job creation**

No.	Name of commercialization	Company	Number of jobs created (persons)		Total
			YYYY	YYYY	
Total					

 **Effect on employment**

Employment effect	Category		Employment effect (persons)		Total	
	Before development	Research personnel				
		Production personnel				
	After development	Research personnel				
		Production personnel				
Total						

 **(Cumulative) cost reduction**

No.	Name of commercialization	Year of occurrence	Calculation method	Amount of cost reduction (KRW-, thousand)
		Total		

 **Economic ripple effect**

(Unit: KRW thousand/year)

Category	Name of commercialization	Import substitution	Export increase	Sales increase	Productivity improvement	Job creation (number of trained personnel)	Other
Relevant year							
Expected goals							

 **Industrial support (technical guidance)**

No.	Details	Period	Participants	Location	No. of participants

**Technology trade**

(Unit: KRW thousand)

No.	Year/month of contract	Name of contracted technology	Contractor	Country of contractor	Amount collected to date	Total contract amount	Amount collected in relevant year	Amount expected to be collected in the future	Export/import
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**[Social Achievements]** **Incorporation into laws and regulations**

No.	Category (law/enforcement decree)	Category of utilization (enactment/revision)	Name	Relevant clause	Effective date	Managing ministry	Details of enactment/revision
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 **Utilization in policies**

No.	Category (proposal/adoption)	Name of policy	Related organization (responsible department)	Year of utilization	Details of adoption
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 **Incorporation into design standards/specifications/guidelines/manuals**

No.	Category (design standards/specifications/guidelines/manuals)	Category of utilization (new/improvement)	Name of design standard/specification/guideline/manual	Date of incorporation	Details of incorporation
-----	---	---	--	-----------------------	--------------------------

 **Training of specialized research personnel**

No.	Category	Base year	Status									
			By degree				By gender		By region			
			Doctorate	Masters	Bachelors	Other	M	F	Capital region	Chungcheong region	Yeongnam region	Honam region

 **Training of industrial technical personnel**

No.	Name of program	Description of program	Training institute	No. of training sessions	Total training hours	Total no. of trainees
-----	-----------------	------------------------	--------------------	--------------------------	----------------------	-----------------------

 **Utilization in R&D programs of other countries**

No.	Central government agency	Name of program	Name of R&D project	Research director	Planned R&D expenses
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 **International cooperation achievements**

No.	Category (invited/dispatched)	Period	Country	Degree	Major	Details
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 **Publicity achievements**

No.	Type of publicity	Name of media	Title	Date of publicity
-----	-------------------	---------------	-------	-------------------

 **Awards and recognitions**

No.	Type	Name of award	Details of award	Awardee	Date of award	Awarding organization
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**[Infrastructure Achievements]** **Research facilities and equipment**

Establishing organization	Name of research facility/equipment	Specification (model name)	Development status (O/X)	Registration status in the integrated information system for research facilities and equipment <sup>*</sup>	Registration no. in the integrated information system for research facilities and equipment <sup>*</sup>	Date of establishment (YY.MM.DD)	Establishment costs (KRW thousand)	Remarks (installation location)

\* This refers to the integrated information system for research facilities and equipment as prescribed in Article 42(4)(2) of the *Enforcement Decree of the Framework Act on Science and Technology*.

**[Other Achievements] (to be completed if applicable)****4) Unplanned achievements and contributions to related fields (to be completed if applicable)**

## &lt;Reference 1&gt; Examples of Supporting Documentation for Research Achievements

Type of achievement	Examples of supporting documentation
Research paper	Copy of paper (including sections confirming author, abstract, and acknowledgment; duplicate attachments for the same R&D project are not allowed)
Intellectual property rights	Copy of industrial property registration certificate (or application form), including inventor, title of invention, and source R&D project
Product development (prototype products)	Photos and other supporting materials related to prototype development
Technology transfer	Technology transfer agreement, technology implementation agreement, records of technology fee deposits
Commercialization (product launch, process development)	Photos of commercialized products, proof of sales revenue (tax invoices, delivery agreements, or internal accounting records verifying sales)
Product approval	Approval documents from the U.S. FDA or MFDS (Ministry of Food and Drug Safety)
Clinical trial	Clinical trial plan (IND) approval letter

<Reference 2> Registration and Deposit Scope and Requirements for R&D Achievements (Pursuant to Article 33(4) and Table 4 of the *Enforcement Decree of the National Research and Development Innovation Act*)

Category	Subject	Scope of registration and deposit
Registration	Paper	Academic papers published in academic journals (including electronic full texts) issued by domestic or international academic organizations
	Patents	Patent information filed or registered domestically or internationally
	Full-text report	Annual, interim, and final reports of research and development
	Research facilities/equipment	Research facilities or equipment acquired through national R&D programs with a value of KRW 30 million or more (including VAT and incidental costs), or any research facilities and equipment available for joint use
	Technology summaries	Summarized information of R&D achievements from completed annual, progress, and final reports
	Biological resources – bioinformatics	Genomic information such as sequence and expression data, proteomic information such as sequence, structure, and interactions, expression information from DNA or protein chips, and other biological information
	Software	Created software and related information necessary for registration
Deposit	Standards	Official standard information adopted as a national standard under Article 3 of the <i>Framework Act on National Standards</i> or as an international standard [including standard information adopted by official international standardization organizations (ISO, IEC, ITU), including their relevant technical committees, or by accredited organizations and de facto standardization bodies]
	Biological resources – biological materials	Microbial resources such as bacteria, fungi, and viruses; animal resources such as human or animal cells and embryos; plant resources such as plant cells and seeds; genomic resources such as DNA, RNA, and plasmids; and other biological materials
	Compounds	Organic compounds synthesized or extracted from natural substances and related information
	New varieties	New agricultural varieties filed or registered domestically or internationally and related information

## 5) Actual R&amp;D expenses (may be completed using Annex Form 7)

## 4. R&amp;D Plan for the Following Year

## 1) R&amp;D goals and contents

## 2) Changes in domestic and international environments in related fields (to be completed if applicable)

## 3) R&amp;D implementation strategy

## 4) R&amp;D schedule and expected achievements

## 5) Plan for the use of the planned R&amp;D expenses

## 6) Commercialization strategy (to be completed if applicable)

## 7) Utilization plan and expected effects of R&amp;D achievements

## &lt; Attachment &gt;

Requirements of central administrative agency	Attachments
1.	1) 2)
2.	1) 2)

## How to Complete the Main Text (This guide does not need to be included in the submission)

1. Overview of R&D project: write down the purpose, necessity, and scope of the R&D. The content must be consistent with the R&D Plan prepared at the time of selection and the most recently submitted Annual Report or Progress Report.
2. Implementation process and details of the R&D project: write down details of the theoretical and experimental approaches, as well as the research process and content.
3. Results of the R&D project and level of goal achievement: write down the qualitative and (if applicable) quantitative R&D achievements, detailed quantitative R&D achievements, and any unplanned achievements or contributions to related fields that have arisen from implementation of the R&D project.
4. Qualitative R&D achievements: write down qualitative results achieved during the relevant year.
  - 1) Quantitative R&D achievements: write down actual performance for the year compared with the goals specified in the R&D performance table of the R&D Plan. (Complete this section if applicable; may be modified depending on nature of the R&D project.)
  - 2) Detailed quantitative R&D achievements: for achievement items in scientific achievements, technological achievements, standardization, economic achievements, social achievements, infrastructure achievements, or other achievements that occurred during the relevant year, complete the applicable sections selectively. Attach supporting documentation, and for R&D achievements subject to registration or deposit, include details along with registration or deposit numbers.
  - 3) Unplanned achievements and contributions to related fields: for unplanned achievements during the year, describe these achievements and their contributions to related fields.
  - 4) Actual R&D expenses: write down the amount of R&D expenses incurred (based on year-end) by category into the integrated information system, summarized both in total and by research institute, using Annex Form 7 "Report on R&D Expenses Incurred" (with preparation date indicated).
4. R&D Plan for the Following Year
  - 1) R&D goals and contents: write down the development goals, contents, and scope as stated in the R&D Plan. For any changes to the goals or contents, provide a comparison table of the previous and revised versions and state the reasons for the changes.
  - 2) Changes in domestic and international environments in related fields: write down domestic and international trends in research, development, technology, and industry; relevant policies; competing technologies; intellectual property; and standardization, along with environmental changes compared to the original plan. (Keep description concise, based on the contents of the R&D Plan.)
  - 3) R&D implementation strategy: write down methods such as information collection, securing experts, collaboration plans with other organizations, and R&D methodologies (approaches) intended to achieve the goals and resolve challenges. (If there are no changes, provide a concise description based on the R&D Plan.)
  - 4) R&D schedule and expected achievements: write down a concise schedule of implementation and the expected achievements. (If there are no changes, provide a concise description based on the R&D Plan.)
  - 5) Planned R&D expenses: summarize the planned R&D expenses by phase or by year, as stated on the cover page of the R&D Plan.
  - 6) Commercialization strategy: provide a concise description of any plans for commercialization of R&D achievements.
  - 7) Utilization plan and expected effects of R&D achievements: write down target users, utilization contents, and economic ripple effects of the R&D achievements. For projects aimed at building research facilities and equipment, include performance management and self-sustaining operating plans, as well as revenue management and operating plans. (If there are no changes, provide a concise description based on the R&D Plan.)

[Back Page]

**Notice**

1. This is the annual report of the ○○ R&D project implemented under the ○○ R&D program, conducted by ○○
2. When publishing or presenting the contents of this R&D externally, it must be clearly indicated that the results are from the ○○ R&D program conducted by ○○ (or ○○ specialized agency).

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## 단계보고서(영문)

국가연구개발혁신법 시행규칙 [별지 제4호서식]

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Phase Report							Security rating						
Name of central administrative agency		Program name			Program name		General [ ] , Classified [ ]						
Name of specialized institute (if applicable)					Sub-program name (if applicable)								
Announcement no.					Master R&D identification no. (if applicable)								
					R&D project no.								
Technology classification	National science & technology standard classification system	1st priority subcategory code name		%	2nd priority subcategory code name		%	3rd priority subcategory code name	%				
	Ministry/agency technology classification (if applicable)	1st priority subcategory code name		%	2nd priority subcategory code name		%	3rd priority subcategory code name	%				
Master R&D name (if applicable)		Korean											
		English											
R&D project name		Korean											
		English											
Principal R&D institute		Institute name					Business registration no.						
		Address (Zip code)					Corporate registration no.						
Research director		Name					Job title						
		Contact information	Office phone				Mobile phone						
		Email					National researcher no.						
R&D period		Total		From		to	From ( year(s) month(s))						
		Phase (if applicable)		From		to	From ( year(s) month(s))						
				From		to	From ( year(s) month(s))						
		Phase #		From		to	From ( year(s) month(s))						
		Relevant year		Phase # / (n)the year		From	to	From ( year(s) month(s))					
Planned R&D expenses (Unit: KRW 1,000)		Government-funded R&D expenses	Grants from other institutes, etc.		Total			Grant other than planned R&D expenses					
			Own R&D expenses										
			Local government										
		Cash		Cash	In kind	Cash	In kind		Cash	In kind	Total		
		Total											
		Phase 1		First year									
				(n)th year									
Phase #		First year											
		(n)th year											
Joint R&D institute, etc. (if applicable)		Institute name		Director		Job title	Mobile phone		Email	Note			
Joint R&D institute										Role	Institute type		
Entrusted R&D institute													
Institute other than R&D institute													
R&D project manager		Name					Job title						
		Contact information		Office phone					Mobile phone				
				Email					National researcher no.				

We hereby affirm the veracity of the information contained within this Annual Report. In the event that any of the information is found to be inaccurate or false, we willfully accept the consequences, including but not limited to the potential suspension of our R&D project, termination of this Agreement or imposition of sanctions in adherence to all pertinent laws, regulations, and obligations.

[Date]

Research director: (Seal)  
 Head of principal R&D institute: (Official seal)  
 Head of joint R&D institute: (Official seal)  
 Head of entrusted R&D institute: (Official seal)

Attention: Head of the Central Administrative Agency

## How to Complete the Cover Page (This guide does not need to be included in the submission)

1. Security rating: mark [✓] beside 'Classified' if it falls within classified tasks as defined in Article 21(2) of the *National Research and Development Innovation Act*; otherwise, mark [✓] beside 'General' (does not need to be filled out directly by the researchers).
2. Name of central administrative agency: write down the name of the central administrative agency which announced the R&D project (if there is more than one relevant central administrative agency, write down the names of all relevant central administrative agencies; this does not need to be filled out directly by the researchers).
3. Name of specialized institute: write down the name of the specialized institute managing the R&D project (does not need to be filled out directly by the researchers).
4. Program name: write down the relevant program name of the R&D project (does not need to be filled out directly by the researchers).
5. Sub-program name: write down the relevant sub-program name of the R&D project (does not need to be filled out directly by the researchers).
6. Announcement no.: write down the announcement no. at the top of the announcement on the R&D project (does not need to be filled out directly by the researchers).
7. Master R&D identification no.: write down the number assigned to the master R&D project (does not need to be filled out directly by the researchers).
8. R&D project no.: write down the number assigned at the time the R&D project was selected (does not need to be filled out directly by the researchers).
9. National science & technology standard classification system: write down the classification as indicated in the R&D Plan.
10. Ministry/agency technology classification: write down the classification as indicated in the R&D Plan.
11. Master R&D name: if two or more correlated R&D projects are to be executed, write down the name of the overarching research and development (does not need to be filled out directly by the researchers).
12. R&D project name: write down the name of the R&D project to be performed by the R&D institute.
13. R&D period:
  1. Total: write down the term of this Agreement as the total R&D period of the R&D project.
  2. Phase #: if the R&D project is divided into phases, write down the R&D periods for the relevant phases.
  3. Relevant year: write down the R&D period for the relevant year of the R&D project
14. Planned R&D expenses: if the R&D project is not divided into phases, the total R&D period is considered as Phase 1.
  - 1) Government-funded R&D expenses: write down the amount of planned R&D expenses to be funded by the central administrative agency.
  - 2) Own R&D expenses: write down the amount of planned R&D expenses to be borne by the R&D institute, distinguishing between cash and in kind, in accordance with Article 19 and [Attached Table 1] of the Enforcement Decree.
  - 3) Grants from other institutions, etc.: write down the amount of planned R&D expenses to be funded by institutes funding the R&D expenses not included in 1) or 2) above, or institutes intending to utilize or purchase the R&D achievements, distinguishing between cash and in kind.
  - 4) Grants other than the planned R&D expenses: write down the amount of support/funding from international organizations or foreign governments/agencies/organizations, etc., or the amount for a program directly implemented by the central administrative agencies (including affiliated agencies) for the remit, which are not included in the planned R&D expenses under the *National Research and Development Innovation Act*.
15. Role of the joint R&D institute
  - 1) Write down "demand" if the joint R&D institute is a company (on the demand side) intending to utilize or purchase the R&D achievements.
  - 2) Write down "joint" if the joint R&D institute is not a company on the demand side.
16. Role of the entrusted R&D institute: write down "entrusted."
17. Role of institutions other than an R&D institute (only if required during the public contest)
  - 1) If the institution is a local government, write down "local government."
  - 2) If the institute is an overseas R&D institute, write down "international cooperation."
  - 3) If the institute is intended to utilize R&D achievements, write down "beneficiary."
  - 4) If the institute engages in consulting related to the R&D project, write down "consulting."
  - 5) For any remaining roles, write down "other."
18. Institute type
  - 1) If it is a research institute directly established and operated by the state, write down "national research institute" (if the central administrative agency (excluding its affiliated institute) directly conducts the R&D project, write down "government ministry/agency").
  - 2) If it is a research institute directly established and operated by a local government, write down "public research institute" (if the local government (excluding its affiliated institute) directly conducts the R&D project, write down "local government.")
  - 3) If it is a school as stipulated in Article 2 of the *Higher Education Act*, write down "university."
  - 4) If it is an institute that falls under any of the following, write down "government-funded research institute."
    - (1) A government-funded research institute pursuant to Article 2 of the *Act on the Establishment, Operation and Fostering of Government-Funded Research Institutes*;
    - (2) A government-funded research institute in the field of science and technology as stipulated in Article 2 of the *Act on the Establishment, Operation and Fostering of Government-Funded Science and Technology Research Institutes*;
    - (3) A specific research institute as provided in Article 2 of the *Specific Research Institute Support Act*;
    - (4) The Korea Institute of Ocean Science & Technology (KIOST) established under Article 3 of the *Act on the Korea Institute of Ocean Science & Technology*;
    - (5) The Agency for Defense Development established pursuant to Article 3 of the *Act on the Agency for Defense Development*.
  - 5) If it is a local government-funded research institute as stipulated in Article 2 of the *Act on the Establishment and Operation of Local Government-Funded Research Institutes*, write down "local government-funded research institute."
  - 6) If it is a company as stipulated in Article 2 of the *Framework Act on Small and Medium Enterprises*, write down "SME."
  - 7) If it is a company as stipulated in Article 2(1) of the *Special Act on the Promotion of Growth and the Strengthening of Competitiveness of Middle-Standing Enterprises*, write down "middle-standing enterprise."
  - 8) If it is a company as stipulated in Article 169 of the *Commercial Act* and neither an SME nor a middle-standing enterprise, write down "large enterprise."
  - 9) If it is a public corporation as stipulated in Article 5(4)1 of the *Act on the Management of Public Institutes*, write down "public corporation."
  - 10) If it is a hospital-level medical institute as stipulated in Article 3(2)3 of the *Medical Service Act*, write down "hospital."
  - 11) If it is a specialized production technology research institute as stipulated in Article 42(1) of the *Industrial Technology Innovation Promotion Act*, write down "specialized research institute."
  - 12) If the institute does not fall under 1) through 11), write down "other."
19. R&D project manager: write down the working-level project manager from the principal R&D institute, who participates in the R&D project, possesses a comprehensive understanding of details of the R&D, and is proficient in engaging in practical discussions with the specialized institute regarding details of the R&D.
20. Signature of institute head: affix the electronic signature of the head of the principal R&D institute, the head of the joint R&D institute, and the head of the entrusted R&D institute.

## &lt; Abstract &gt;

※ Limit the abstract to 5 pages or less.

Program name					Master R&D identification no. (if applicable)			
Sub-program name (if applicable)					R&D project no.			
Technology classification	National science & technology standard classification system	1st priority subcategory code name	%	2nd priority subcategory code name	%	3rd priority subcategory code name	%	
	Ministry/agency technology classification (if applicable)	1st priority subcategory code name	%	2nd priority subcategory code name	%	3rd priority subcategory code name	%	
Master R&D name (if applicable)								
R&D project name								
Total R&D period								
Relevant phase								
Relevant year								
Total planned R&D expenses		Total KRW thousand (Government-funded R&D expenses: KRW thousand / Own R&D expenses: KRW thousand, Local government-funded R&D expenses: KRW thousand / Expenses funded by others: KRW thousand)						
Relevant phase		Total KRW thousand (Government-funded R&D expenses: KRW thousand / Own R&D expenses: KRW thousand, Local government-funded R&D expenses: KRW thousand / Expenses funded by others: KRW thousand)						
Relevant year		Total KRW thousand (Government-funded R&D expenses: KRW thousand / Own R&D expenses: KRW thousand, Local government-funded R&D expenses: KRW thousand / Expenses funded by others: KRW thousand)						
R&D phase		Basic [ ] Applied [ ] Development [ ] Other (if not falling under the above three) [ ]			Technology maturity (if applicable)		Baseline as of start date ( ) Target as of end date ( )	
R&D project type (if applicable)								
Nature of the R&D project (if applicable)								
Goals and details of R&D	Final goals							
	Overall details							
	Phase 1 (if applicable)	Goals						
		Details						
	Phase # (if applicable)	Goals						
		Details						
Relevant year	Goals							
	Details							
R&D achievements								
Plan to utilize R&D achievements and expected effects								
Korean key words (5 or less)								
English key words (5 or less)								

**How to Complete the Abstract (This guide does not need to be included in the submission)**

1. Program name: write down the relevant program name of the R&D project (does not need to be filled out directly by the researchers).
2. Sub-program name: write down the relevant sub-program name of the R&D project (does not need to be filled out directly by the researchers).
3. Master R&D identification no.: write down the number assigned to the master R&D project (does not need to be filled out directly by the researchers).
4. R&D project no.: write down the number assigned at the time the R&D project was selected (does not need to be filled out directly by the researchers).
5. Technology classification: write down the technology classification as stated on the cover page of the R&D Plan.
6. Master R&D name: write down the master R&D name as stated on the cover page of the R&D Plan.
7. R&D project name: write down the R&D project name as stated on the cover page of the R&D Plan.
8. Total R&D period: write down the total R&D period of the R&D project as stated on the cover page of the R&D Plan.
9. Total planned R&D expenses (relevant phase and year): write down the total planned R&D expenses of the R&D project (relevant phase and year) as stated on the cover page of the R&D Plan.
10. R&D phase: mark [✓] beside the R&D phase relevant to the R&D project.
  - 1) Basic R&D phase: this phase refers to theoretical or experimental research conducted to gain new knowledge concerning phenomena and observable facts without a direct intent to achieve a particular application or program.
  - 2) Applied R&D phase: this phase refers to original research conducted to gain new scientific knowledge primarily for practical goals by leveraging knowledge obtained during the basic R&D phase.
  - 3) Development R&D phase: this phase refers to systematic research conducted to produce new products, devices, and services or to practically enhance existing ones that have already been produced or installed, by utilizing knowledge gained during the basic R&D phase, the applied R&D phase, and through practical experiences.
  - 4) Other: this includes cases that do not fit into the above three phases (Basic, Applied, Development).
11. Technology maturity: as this refers to the maturity of a specific technology (materials, components, devices, systems, etc.), select the relevant stage from the following 9 stages in consideration of the final R&D goals, details, final deliverables, etc. (please fill out only when the R&D project is intended to develop a specific technology.)
  - 1) Basic R&D stage: Stage 1 (basic theory/experiments), Stage 2 (conceptualization of ideas, patents, etc., for practical purposes)
  - 2) Experimental stage: Stage 3 (laboratory-scale validation of basic performance),
   
Stage 4 (laboratory-scale evaluation of core performance of materials, components, and systems)
  - 3) Prototype stage: Stage 5 (producing a prototype of finalized materials, components, and systems, and performance evaluation), Stage 6 (prototype production on a trial scale, and performance evaluation)
  - 4) Productization: Stage 7 (reliability evaluation and evaluation by demand-side companies), Stage 8 (trial product certification and standardization)
  - 5) Commercialization: Stage 9 (Commercialization)
12. R&D project type: write down the type of the R&D project that the central administrative agency categorized at its discretion when announcing the R&D project (does not need to be filled out directly by the researchers).
13. Nature of the R&D project: write down the nature of the R&D project as stated when the R&D project was announced by the central administrative agency (does not need to be filled out directly by the researchers).
14. R&D goals: describe the goals of the R&D project in approximately 500 characters.
15. R&D details: describe the details of the R&D project in approximately 1,000 characters.
16. R&D achievements: describe the quantitative and qualitative achievements resulting from implementation of the R&D project in approximately 500 characters. (If the R&D project is divided into phases, include a table showing the goals for each R&D achievement item by phase over the entire R&D period.)
16. Plan to utilize R&D achievements and expected benefits: describe areas where there may be demand for the R&D achievements, how those achievements can be utilized, expected economic effects, etc., in approximately 500 characters (if the R&D project is intended to build research facilities and equipment, describe performance management and self-sustaining operational plan, income management and operation plan, which leverage these research facilities and equipment).

\* The following form may be customized by adjusting the format, such as adding or modifying items, rearranging the sequence and structure thereof, or as a separate attachment to align with the specific nature of the R&D project, including essential information required in each item. Item "1.3) Detailed quantitative R&D achievements" may be modified and used from January 4, 2021 to December 31, 2021.

## 1. Overview of the R&D Project

## 2. Implementation Process and Details of the R&D Project

## 3. Results of the R&D Project and Level of Goal Achievement

### 1) Qualitative R&D achievements

### 2) Quantitative R&D achievements (To be completed if applicable; may be modified depending on the nature of the R&D project)

< Example Table of Quantitative R&D Achievements > (Units: cases, KRW thousand)

Name of performance indicator	Year	Phase 1 (YYYY-YYYY)		Phase # (YYYY~YYYY)		Total	Weight (%)
		Goal (by phase)	Actual (cumulative)	Goal (by phase)	Actual (cumulative)		
Indicators registered/entrusted to the dedicated institute <sup>1</sup>	Goal (by phase)						
	Actual (cumulative)						
	Goal (by phase)						
	Actual (cumulative)						
Indicators reflecting the nature of the R&D project <sup>2</sup>	Goal (by phase)						
	Actual (cumulative)						
	Goal (by phase)						
	Actual (cumulative)						
Total							

\* 1\_ Indicators registered/entrusted to the dedicated institute: refers to papers [SCI Expanded (SCIE), non-SCIE, average Impact Factor (IF)], patents, full-text reports, research facilities and equipment, technical summaries, copyrights (software, books, etc.), biological resources (bioinformatics data, biological materials), standardization (domestic, international), chemical compounds, and new varieties. For papers, academic presentations, and patents, actuals against goals are not required to be stated.

\* 2\_ Indicators reflecting nature of the R&D project: refers to technology implementation (transfer), technology fee, commercialization (investment performance, productization, sales amount, export amount, job creation, employment effect, investment attraction), cost reduction, technology (product) certification, production and certification of test products, designation of new technology, improvement of trade balance, economic ripple effect, industrial support (technical guidance), educational guidance, human resource development (professional research personnel, industrial research personnel, number of graduates, employment, training programs, etc.), incorporation into laws and regulations, utilization in policies, incorporation into design standards, utilization in other R&D programs, technology trade, promotion (exhibitions), international cooperation, awards and honors, and other utilization of the R&D. (Indicators unique to the nature of the R&D project may be added.)

< Example of Performance Indicators for R&D Achievements >

Evaluation item (Key performance <sup>1,j</sup> )	Unit	Percentage of all items <sup>2,j</sup> (%)	Global top-tier		Domestic level before R&D	R&D goals		Rationale for goals
			Country/institution	Performance level		Performance level	Phase 1 (YYYY~YYYY)	Phase # (YYYY~YYYY)

\*1\_ This pertains to technical performance evaluation criteria, such as precision, tensile strength, impact resistance, operating voltage, response time, etc.

\*2\_ Weight indicates the relative importance of each component's performance specification towards achieving the final goal. Total weight must equal 100%.

**3) Detailed quantitative R&D achievements** (Complete only applicable sections and attach supporting documentation.)

**[Scientific Achievements]**

**Publication of papers (domestic and international academic journals)**

No.	Title of paper	Name of journal	Name of lead author	Volume/Issue	Country	Publisher	SCIE status (SCIE/Non-SCIE)	Date of publication	Registration no. (ISSN)	Contribution rate

**Presentation at domestic and international academic conferences**

No.	Name of conference	Presenter	Date and time of presentation	Venue	Country

**Technical summaries**

Year	Name of technology	Summary description	Level of technology readiness	Registration no.	Utilization status	Reason for non-utilization	Utilization outside the R&D organization	Mode of authorization

**Full-text report**

Year	Category of report	Date of publication	Registration no.

**Biological resources (biological materials, bioinformatics data) / compounds**

No.	Name of biological resource (biological materials, bioinformatics data)	Registration/deposit no.	Registration/deposit organization	Year of occurrence

**[Technological Achievements]**

**Intellectual property rights (patents, utility models, designs, trademarks, standards, new varieties, programs)**

No.	Title of intellectual property rights (provide details for each item)	Country	Application				Registration			Contribution rate	Utilization status
			Applicant	Date of application	Application no.	Registration no.	Registrant	Date of registration	Registration no.		

**Types of intellectual property utilization**

※ For rights currently being utilized, check (✓) the current type(s) of utilization. For rights not yet utilized, check (✗) the planned type(s) of utilization (up to three selections allowed).

No.	Productization	Defensive use	Exclusive license	Non-exclusive license	Free license	Sale/transfer	Cross license	Collateral loan	Investment	Others

**Copyrights (software, books, etc.)**

No.	Name of copyright	Date of creation	Author	Date of registration	Registration no.	Copyright holder	Contribution rate

**Designation of new technology**

No.	Name	Date of application	Date of notification	Protection period	Designation no.

**Technology and product certification**

No.	Field of certification	Certifying organization	Details		Date of certification	Country
			Name of certification	Certification no.		

**Standardization** **Domestic standards**

No.	Category of certification <sup>1,j</sup>	Certification status <sup>2,j</sup>	Name of standard	Name of standard certification organization	Proposing entity	Type of standard <sup>3,j</sup>	Date of proposal/certification

\* 1,j Fill in the applicable details from Korean Industrial Standards (KS), organizational standards, etc.

\* 2,j Indicate whether it is a proposal or certification.

\* 3,j Indicate whether it is a new standard or a revision.

 **International standards**

No.	Category of standardization stage <sup>1,j</sup>	Name of standard	Name of standard organization <sup>2,j</sup>	Name of standard subcommittee	Participation in chair group activities	Pursuit of standard-essential patent	Standard development method <sup>3,j</sup>	Proposer	Standardization no.	Date of proposal

\* 1,j Fill in the applicable stage from: New Proposal (NP), Working Draft (WD), Committee Draft (CD), Draft International Standard (DIS), Final Draft International Standard (FDIS), or International Standard (IS).

\* 2,j Indicate whether it is International Organization for Standardization (ISO), International Electrotechnical Commission (IEC), or Joint Technical Committee 1 (JTC1).

\* 3,j Indicate whether it is International Standard (IS), Technical Specification (TS), Technical Report (TR), Publicly Available Specification (PAS), or others.

**[Economic Achievements]** **Production of prototype products**

No.	Name of prototype product	Date of launch/production	Manufacturer	Installation location	Field of application	Time required for commercialization	Certification authority (if applicable)	Date of certification (if applicable)

 **Technology implementation (transfer)**

No.	Technology transfer type	Name of technology implementation contract	Target organization for technology implementation	Date of technology implementation	Technology fee (amount incurred in the relevant year)	Cumulative collection status

 **Investment in commercialization**

No.	Additional R&D investment	Facility investment	Other investments	Total	Nature of investment funds*

\* Fill in applicable type: internal funds, credit loan, collateral loan, attracted investment, or other.

 **Commercialization status**

No.	Commercialization method <sup>1,j</sup>	Commercialization type <sup>2,j</sup>	Region <sup>3,j</sup>	Name of commercialization	Details	Name of company	Sales		Year of sales occurrence	Technology lifespan
							Domestic (KRW thousand)	Overseas (USD)		

\* 1,j Indicate whether the method is technology transfer or in-house implementation.

\* 2,j Indicate whether the type is new product development, improvement of existing product, new process development, or improvement of existing process

\* 3,j Indicate whether the region is domestic or overseas.

 **(Cumulative) sales performance**

Name of commercialization	Year of occurrence	Sales		Total	Calculation method
		Domestic (KRW thousand)	Overseas (USD)		
Total					

**Commercialization plan and effect of trade balance improvement**

Performance				
Commercialization plan	Period required for commercialization (years)			
	Required budget (KRW thousand)			
	Expected sales (KRW thousand)	To date	In 3 years	In 5 years
	Market share	Unit (%)	To date	In 3 years
	Domestic			
	Overseas			
Plans for development of other models or products using related technologies and products				
Value of trade balance improvement (KRW thousand)	Import substitution (domestic supply)	Current	In 3 years	In 5 years
		Export		

 **Job creation**

No.	Name of commercialization	Company	Number of jobs created (persons)		Total
			YYYY	YYYY	
	Total				

 **Effect on employment**

Category			Employment effect (persons)	
Employment effect	Before development	Research personnel		
		Production personnel		
	After development	Research personnel		
		Production personnel		

 **(Cumulative) cost reduction**

No.	Name of commercialization	Year of occurrence	Calculation method	Amount of cost reduction (KRW-, thousand)
Total				

 **Economic ripple effect**

(Unit: KRW thousand/year)

Category	Name of commercialization	Import substitution	Export increase	Sales increase	Productivity improvement	Job creation (number of trained personnel)	Other
Relevant year							
Expected goals							

 **Industrial support (technical guidance)**

No.	Details	Period	Participants	Location	No. of participants

**Technology trade**

(Unit: KRW thousand)

No.	Year/month of contract	Name of contracted technology	Contractor	Country of contractor	Amount collected to date	Total contract amount	Amount collected in relevant year	Amount expected to be collected in the future	Export/import
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**[Social Achievements]** **Incorporation into laws and regulations**

No.	Category (law/enforcement decree)	Category of utilization (enactment/revision)	Name	Relevant clause	Effective date	Managing ministry	Details of enactment/revision
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 **Utilization in policies**

No.	Category (proposal/adoption)	Name of policy	Related organization (responsible department)	Year of utilization	Details of adoption
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 **Incorporation into design standards/specifications/guidelines/manuals**

No.	Category (design standards/specifications/guidelines/manuals)	Category of utilization (new/improvement)	Name of design standard/specification/guideline/manual	Date of incorporation	Details of incorporation
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 **Training of specialized research personnel**

No.	Category	Base year	Status									
			By degree				By gender		By region			
			Doctorate	Masters	Bachelors	Other	M	F	Capital region	Chungcheong region	Yeongnam region	Honam region

 **Training of industrial technical personnel**

No.	Name of program	Description of program	Training institute	No. of training sessions	Total training hours	Total no. of trainees
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 **Utilization in R&D programs of other countries**

No.	Central government agency	Name of program	Name of R&D project	Research director	Planned R&D expenses
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 **International cooperation achievements**

No.	Category (invited/dispatched)	Period	Country	Degree	Major	Details
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 **Publicity achievements**

No.	Type of publicity	Name of media	Title	Date of publicity
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 **Awards and recognitions**

No.	Type	Name of award	Details of award	Awardee	Date of award	Awarding organization
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**[Infrastructure Achievements]** **Research facilities and equipment**

Establishing organization	Name of research facility/equipment	Specification (model name)	Development status (O/X)	Registration status in the integrated information system for research facilities and equipment*	Registration no. in the integrated information system for research facilities and equipment*	Date of establishment (YY.MM.DD)	Establishment costs (KRW thousand)	Remarks (installation location)
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\* This refers to the integrated information system for research facilities and equipment as prescribed in Article 42(4)2 of the *Enforcement Decree of the Framework Act on Science and Technology*.

**[Other Achievements] (to be completed if applicable)****4) Unplanned achievements and contributions to related fields (to be completed if applicable)**

## &lt;Reference 1&gt; Examples of Supporting Documentation for Research Achievements

Type of achievement	Examples of supporting documentation
Research paper	Copy of paper (including sections confirming author, abstract, and acknowledgment; duplicate attachments for the same R&D project are not allowed)
Intellectual property rights	Copy of industrial property registration certificate (or application form), including inventor, title of invention, and source R&D project
Product development (prototype products)	Photos and other supporting materials related to prototype development
Technology transfer	Technology transfer agreement, technology implementation agreement, records of technology fee deposits
Commercialization (product launch, process development)	Photos of commercialized products, proof of sales revenue (tax invoices, delivery agreements, or internal accounting records verifying sales)
Product approval	Approval documents from the U.S. FDA or MFDS (Ministry of Food and Drug Safety)
Clinical trial	Clinical trial plan (IND) approval letter

<Reference 2> Registration and Deposit Scope and Requirements for R&D Achievements (Pursuant to Article 33(4) and Table 4 of the *Enforcement Decree of the National Research and Development Innovation Act*)

Category	Subject	Scope of registration and deposit
Registration	Paper	Academic papers published in academic journals (including electronic full texts) issued by domestic or international academic organizations
	Patents	Patent information filed or registered domestically or internationally
	Full-text report	Annual, interim, and final reports of research and development
	Research facilities/equipment	Research facilities or equipment acquired through national R&D programs with a value of KRW 30 million or more (including VAT and incidental costs), or any research facilities and equipment available for joint use
	Technology summaries	Summarized information of R&D achievements from completed annual, progress, and final reports
	Biological resources – bioinformatics	Genomic information such as sequence and expression data, proteomic information such as sequence, structure, and interactions, expression information from DNA or protein chips, and other biological information
	Software	Created software and related information necessary for registration
Deposit	Standards	Official standard information adopted as a national standard under Article 3 of the <i>Framework Act on National Standards</i> or as an international standard [including standard information adopted by official international standardization organizations (ISO, IEC, ITU), including their relevant technical committees, or by accredited organizations and de facto standardization bodies]
	Biological resources – biological materials	Microbial resources such as bacteria, fungi, and viruses; animal resources such as human or animal cells and embryos; plant resources such as plant cells and seeds; genomic resources such as DNA, RNA, and plasmids; and other biological materials
	Compounds	Organic compounds synthesized or extracted from natural substances and related information
	New varieties	New agricultural varieties filed or registered domestically or internationally and related information

**2) Level of goal achievement**

Goals	Details of achievement	Achievement rate (%)
○	○	○
○	○	○

**4. Analysis of Causes for Unmet Goals (to be completed if applicable)****1) Causes (reasons) for unmet goals identified through internal analysis****2) Internal corrective actions****3) Integrity of the R&D process**

## 5. Level of Contribution of R&D Achievements to Related Fields

## 6. Management and Utilization Plan for R&D Achievements

< Example of Utilization Plan for R&D Achievements >

Category (quantitative and qualitative achievement items)		Within 5 years after completion of R&D	
Papers (international)	SCIE		Annual goal
	Non-SCIE		
	Total		
Papers (domestic)	SCIE		
	Non-SCIE		
	Total		
Patent applications	Domestic		
	International		
	Total		
Patent registrations	Domestic		
	Overseas		
	Total		
Human resource training	Bachelor's degree		
	Master's degree		
	Doctorate degree		
	Total		
Commercialization	Product launch		
	Technology transfer		
	Process development		
Product development	Prototype development		
Non-clinical trials			
Clinical trials (IND approval)	Pharmaceutical product	Phase 1	
		Phase 2	
		Phase 3	
	Medical device		
	Clinical guideline development		
	New medical technology development		
	Dissemination of achievements		
	Awards and recognition		
	Key details of qualitative achievements		

## 7. Actual R&D Expenses (may be completed using Annex Form 7)

## 8. Major Research Changes (to be completed if applicable)

Category <sup>1</sup>	Before change	After change	Reason for change and actions taken	Basis for change <sup>2</sup>

\*1 ↴ Write down applicable information, such as R&D goals, planned R&D expenses, R&D organization, or research director.

\*2 ↴ Write down applicable information, such as document number or approval date.

## 9. Next Phase R&D Plan

### **1) R&D goals and contents**

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### **2) Changes in domestic and international environments in related fields (to be completed if applicable)**

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### **3) R&D implementation strategy**

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### **4) R&D schedule and expected achievements**

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**5) Planned R&D expenses in the next phase**

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**6) Commercialization strategy (to be completed if applicable)**

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**7) Utilization plan and expected effect of R&D achievements**

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**<Attachment>**

Requirements of central administrative agency	Attachments
1.	1) 2)
2.	1) 2)

## How to Complete the Main Text (This guide does not need to be included in the submission)

1. Overview of the R&D project: write down the purpose, necessity, and scope of the R&D. The content must be consistent with the R&D Plan prepared at the time of selection and the most recently submitted Annual Report or Progress Report.
2. Implementation process and details of the R&D project: write down details of the theoretical and experimental approaches, as well as the research process and content.
3. Results of the R&D project and level of goal achievement:
  - 1) Results of the R&D project: write down the qualitative and (if applicable) quantitative R&D achievements, detailed quantitative R&D achievements, and any unplanned achievements or contributions to related fields that have arisen from implementation of the R&D project.
    - (1) Qualitative R&D achievements: write down qualitative results achieved during the relevant year.
    - (2) Quantitative R&D achievements: write down actual performance for the year compared with the goals specified in the R&D performance table of the R&D Plan. (Complete this section if applicable; may be modified depending on nature of the R&D project.)
    - (3) Detailed quantitative R&D achievements: for achievement items in scientific achievements, technological achievements, standardization, economic achievements, social achievements, infrastructure achievements, or other achievements that occurred during the relevant year, complete the applicable sections as applicable. Attach supporting documentation, and for R&D achievements subject to registration or deposit, include details along with registration or deposit numbers.
    - (4) Unplanned achievements and contributions to related fields: for unplanned achievements during the year, describe these achievements and their contributions to related fields.
  - 2) Level of goal achievement: write down the content of the achievement and the level of achievement (%) of the relevant phase against the R&D goals of that phase, based on the phase-specific research goals and evaluation criteria.
4. Analysis of causes for unmet goals: write down the internally analyzed causes (reasons) for unmet goals, issues such as insufficient progress, corrective actions and countermeasures taken, and integrity of the project implementation process.
5. R&D achievements and contribution to related fields: write down specific evidence to describe the position, excellence, and contributions of the research achievements in comparison with the status of technological development in related fields, both domestically and internationally.
6. Management and utilization plan for R&D achievements: write down the system for managing the achievements, anticipated areas of utilization, utilization methods, the need for additional research, potential applications in other research, commercialization strategies, and plans for technology transfer.
7. Actual R&D expenses: as of completion date of the relevant phase, submit the amount incurred for each expense item by entering relevant information into the system, summarized in total and by research institute, using Annex Form 7 "Report on Actual R&D Expenses" (with preparation date indicated).
8. Major research changes: for any significant changes from the original plan (as stated in the R&D Plan), such as changes to R&D goals, expenses, research director, or participating institutes, write down the changes focusing on details of the revised agreement.
9. Next phase R&D plan: prepare the next phase plan based on content of the R&D Plan. For any changes, provide a comparison table of the previous and revised versions along with reasons for the changes.
  - 1) R&D goals and contents: write down the development goals, contents, and scope as stated in the R&D Plan. For any changes to the goals or contents, provide a comparison table of the previous and revised versions and state the reasons for the changes.
  - 2) Changes in domestic and international environments in related fields: write down domestic and international trends in research, development, technology, and industry; relevant policies; competing technologies; intellectual property; and standardization, along with environmental changes compared to the original plan. (Keep description concise, based on the contents of the R&D Plan.)
  - 3) R&D implementation strategy: write down methods such as information collection, securing experts, collaboration plans with other organizations, and R&D methodologies (approaches) intended to achieve the goals and resolve challenges. (If there are no changes, provide a concise description based on the R&D Plan.)
  - 4) R&D schedule and expected achievements: write down a concise schedule of implementation and the expected achievements. (If there are no changes, provide a concise description based on the R&D Plan.)
  - 5) Planned R&D expenses for the next phase: summarize the planned R&D expenses by phase or by year, as stated on the cover page of the R&D Plan.
  - 6) Commercialization strategy: provide a concise description of any plans for commercialization of the R&D achievements.
  - 7) Utilization plan and expected effects of R&D achievements: write down target users, utilization details, and economic ripple effects of R&D achievements. For projects aimed at building research facilities and equipment, include performance management and self-sustaining operating plans, as well as revenue management and operating plans. (If there are no changes, provide a concise description based on the R&D Plan.)

[Back Page]

**Notice**

1. This is the annual report of the ○○ R&D project implemented under the ○○ R&D program, conducted by ○○
2. When publishing or presenting the contents of this R&D externally, it must be clearly indicated that the results are from the ○○ R&D program conducted by ○○ (or ○○ specialized agency).

## 6

## 최종보고서(영문)

국가연구개발혁신법 시행규칙 [별지 제5호서식]

1 / 14

Final Report								Security rating General [ ] , Classified [ ]					
Name of central administrative agency		Program name			Program name								
Name of specialized institute (if applicable)					Sub-program name (if applicable)								
Announcement no.					Master R&D identification no. (if applicable)								
					R&D project no.								
Technology classification	National science & technology standard classification system	1st priority subcategory code name		%	2nd priority subcategory code name		%	3rd priority subcategory code name	%				
	Ministry/agency technology classification (if applicable)	1st priority subcategory code name		%	2nd priority subcategory code name		%	3rd priority subcategory code name	%				
Master R&D name (if applicable)		Korean											
		English											
R&D project name		Korean											
		English											
Principal R&D institute		Institute name					Business registration no.						
		Address		(Zip code)				Corporate registration no.					
Research director		Name					Job title						
		Contact information	Office phone				Mobile phone						
		Email					National researcher no.						
R&D period		Total		From		to		( year(s) month(s))					
		Phase (if applicable)	Phase 1		From		to		( year(s) month(s))				
			Phase #		From		to		( year(s) month(s))				
			Relevant year		From		to		( year(s) month(s))				
			Planned R&D expenses (Unit: KRW 1,000)		Government-funded R&D expenses	Grants from other institutes, etc.			Total		Grant other than planned R&D expenses		
Own R&D expenses		Local government				Other ( )							
		Cash	Cash	In kind	Cash	In kind	Cash	In kind	Total				
Total													
Phase 1	First year												
	(n)th year												
Phase #	First year												
	(n)th year												
Joint R&D institute, etc. (if applicable)		Institute name		Director		Job title		Mobile phone		Email		Note	
Joint R&D institute												Role	Institute type
Entrusted R&D institute													
Institute other than R&D institute													
R&D project manager		Name					Job title						
		Contact information	Office phone				Mobile phone						
			Email				National researcher no.						

We hereby affirm the veracity of the information contained within this Annual Report. In the event that any of the information is found to be inaccurate or false, we willingly accept the consequences, including but not limited to the potential suspension of our R&D project, termination of this Agreement or imposition of sanctions in adherence to all pertinent laws, regulations, and obligations.

[Date]

Research director: (Seal)  
 Head of principal R&D institute: (Official seal)  
 Head of joint R&D institute: (Official seal)  
 Head of entrusted R&D institute: (Official seal)

**Attention: Head of the Central Administrative Agency**

## How to Complete the Cover Page (This guide does not need to be included in the submission)

1. Security rating: mark [✓] beside 'Classified' if it falls within classified tasks as defined in Article 21(2) of the *National Research and Development Innovation Act*; otherwise, mark [✓] beside 'General' (does not need to be filled out directly by the researchers).
2. Name of central administrative agency: write down the name of the central administrative agency which announced the R&D project (if there is more than one relevant central administrative agency, write down the names of all relevant central administrative agencies; this does not need to be filled out directly by the researchers).
3. Name of specialized institute: write down the name of the specialized institute managing the R&D project (does not need to be filled out directly by the researchers).
4. Program name: write down the relevant program name of the R&D project (does not need to be filled out directly by the researchers).
5. Sub-program name: write down the relevant sub-program name of the R&D project (does not need to be filled out directly by the researchers).
6. Announcement no.: write down the announcement no. at the top of the announcement on the R&D project (does not need to be filled out directly by the researchers).
7. Master R&D identification no.: write down the number assigned to the master R&D project (does not need to be filled out directly by the researchers).
8. R&D project no.: write down the number assigned at the time the R&D project was selected (does not need to be filled out directly by the researchers).
9. National science & technology standard classification system: write down the classification as indicated in the R&D Plan.
10. Ministry/agency technology classification: write down the classification as indicated in the R&D Plan.
11. Master R&D name: if two or more correlated R&D projects are to be executed, write down the name of the overarching research and development (does not need to be filled out directly by the researchers).
12. R&D project name: write down the name of the R&D project to be performed by the R&D institute.
13. R&D period:
  1. Total: write down the term of this Agreement as the total R&D period of the R&D project.
  2. Phase #: if the R&D project is divided into phases, write down the R&D periods for the relevant phases.
  3. Relevant year: write down the R&D period for the relevant year of the R&D project
14. Planned R&D expenses: if the R&D project is not divided into phases, the total R&D period is considered as Phase 1.
  - 1) Government-funded R&D expenses: write down the amount of planned R&D expenses to be funded by the central administrative agency.
  - 2) Own R&D expenses: write down the amount of planned R&D expenses to be borne by the R&D institute, distinguishing between cash and in kind, in accordance with Article 19 and [Attached Table 1] of the Enforcement Decree.
  - 3) Grants from other institutions, etc.: write down the amount of planned R&D expenses to be funded by institutes funding the R&D expenses not included in 1) or 2) above, or institutes intending to utilize or purchase the R&D achievements, distinguishing between cash and in kind.
  - 4) Grant other than the planned R&D expenses: write down the amount of support/funding from international organizations or foreign governments/agencies/organizations, etc., or the amount for a program directly implemented by the central administrative agencies (including affiliated agencies) for the remit, which are not included in the planned R&D expenses under the *National Research and Development Innovation Act*.
15. Role of the joint R&D institute
  - 1) Write down "demand" if the joint R&D institute is a company (on the demand side) intending to utilize or purchase the R&D achievements.
  - 2) Write down "joint" if the joint R&D institute is not a company on the demand side.
16. Role of the entrusted R&D institute: write down "entrusted."
17. Role of institutions other than an R&D institute (only if required during the public contest)
  - 1) If the institution is a local government, write down "local government."
  - 2) If the institute is an overseas R&D institute, write down "international cooperation."
  - 3) If the institute is intended to utilize R&D achievements, write down "beneficiary."
  - 4) If the institute engages in consulting related to the R&D project, write down "consulting."
  - 5) For any remaining roles, write down "other."
18. Institute type
  - 1) If it is a research institute directly established and operated by the state, write down "national research institute" (if the central administrative agency (excluding its affiliated institute) directly conducts the R&D project, write down "government ministry/agency").
  - 2) If it is a research institute directly established and operated by a local government, write down "public research institute" (if the local government (excluding its affiliated institute) directly conducts the R&D project, write down "local government.")
  - 3) If it is a school as stipulated in Article 2 of the *Higher Education Act*, write down "university."
  - 4) If it is an institute that falls under any of the following, write down "government-funded research institute."
    - (1) A government-funded research institute pursuant to Article 2 of the *Act on the Establishment, Operation and Fostering of Government-Funded Research Institutes*;
    - (2) A government-funded research institute in the field of science and technology as stipulated in Article 2 of the *Act on the Establishment, Operation and Fostering of Government-Funded Science and Technology Research Institutes*;
    - (3) A specific research institute as provided in Article 2 of the *Specific Research Institute Support Act*;
    - (4) The Korea Institute of Ocean Science & Technology (KIOST) established under Article 3 of the *Act on the Korea Institute of Ocean Science & Technology*;
    - (5) The Agency for Defense Development established pursuant to Article 3 of the *Act on the Agency for Defense Development*.
  - 5) If it is a local government-funded research institute as stipulated in Article 2 of the *Act on the Establishment and Operation of Local Government-Funded Research Institutes*, write down "local government-funded research institute."
  - 6) If it is a company as stipulated in Article 2 of the *Framework Act on Small and Medium Enterprises*, write down "SME."
  - 7) If it is a company as stipulated in Article 2(1) of the *Special Act on the Promotion of Growth and the Strengthening of Competitiveness of Middle-Standing Enterprises*, write down "middle-standing enterprise."
  - 8) If it is a company as stipulated in Article 169 of the *Commercial Act* and neither an SME nor a middle-standing enterprise, write down "large enterprise."
  - 9) If it is a public corporation as stipulated in Article 5(4) of the *Act on the Management of Public Institutes*, write down "public corporation."
  - 10) If it is a hospital-level medical institute as stipulated in Article 3(2) of the *Medical Service Act*, write down "hospital."
  - 11) If it is a specialized production technology research institute as stipulated in Article 42(1) of the *Industrial Technology Innovation Promotion Act*, write down "specialized research institute."
  - 12) If the institute does not fall under 1) through 11), write down "other."
19. R&D project manager: write down the working-level project manager from the principal R&D institute, who participates in the R&D project, possesses a comprehensive understanding of details of the R&D, and is proficient in engaging in practical discussions with the specialized institute regarding details of the R&D.
20. Signature of institute head: affix the electronic signature of the head of the principal R&D institute, the head of the joint R&D institute, and the head of the entrusted R&D institute.

## &lt; Abstract &gt;

※ Limit the abstract to 5 pages or less.

Program name						Master R&D identification no. (if applicable)						
Sub-program name (if applicable)						R&D project no.						
Technology classification	National science & technology standard classification system	1st priority subcategory code name		%	2nd priority subcategory code name		%	3rd priority subcategory code name		%		
	Minstry/agency technology classification (if applicable)	1st priority subcategory code name		%	2nd priority subcategory code name		%	3rd priority subcategory code name		%		
Master R&D name (if applicable)												
R&D project name												
Total R&D period												
Relevant phase												
Relevant year												
Total planned R&D expenses		Total KRW thousand (Government-funded R&D expenses: KRW thousand / Own R&D expenses: KRW thousand, Local government-funded R&D expenses: KRW thousand / Expenses funded by others: KRW thousand)										
Relevant phase		Total KRW thousand (Government-funded R&D expenses: KRW thousand / Own R&D expenses: KRW thousand, Local government-funded R&D expenses: KRW thousand / Expenses funded by others: KRW thousand)										
Relevant year		Total KRW thousand (Government-funded R&D expenses: KRW thousand / Own R&D expenses: KRW thousand, Local government-funded R&D expenses: KRW thousand / Expenses funded by others: KRW thousand)										
R&D phase		Basic [ ] Applied [ ] Development [ ] Other (if not falling under the above three) [ ]				Technology maturity (if applicable)		Baseline as of start date ( ) Target as of end date ( )				
R&D project type (if applicable)												
Nature of the R&D project (if applicable)												
Goals and details of R&D	Final goals											
	Overall details											
	Phase 1 (if applicable)	Goals										
	Phase # (if applicable)	Goals										
	Relevant year	Goals										
		Details										
R&D achievements												
Plan to utilize R&D achievements and expected effects												
Confidentiality of R&D achievements and reasons for non-disclosure												
Number of registrations/ deposits of R&D achievements	Papers	Patents	Full-text reports	Research facilities and equipment	Technical summaries	Software	Standard	Biological resources		Compounds	New varieties	
								Bioinformatics data	Biological materials		Information	Physical specimens
Status of registration in the integrated information system for research facilities and equipment	Purchasing institute		Name of research facility/ equipment	Specification (model name)	Quantity	Date of purchase (year/month/day)	Purchase price (KRW thousand)	Supplier (phone no.)	Remarks (installation location)	ZEUS registration no.		
Korean key words (5 or less)												
English key words (5 or less)												

**How to Complete the Abstract (This guide does not need to be included in the submission)**

1. Program name: write down the relevant program name of the R&D project (does not need to be filled out directly by the researchers).
2. Sub-program name: write down the relevant sub-program name of the R&D project (does not need to be filled out directly by the researchers).
3. Master R&D identification no.: write down the number assigned to the master R&D project (does not need to be filled out directly by the researchers).
4. R&D project no.: write down the number assigned at the time the R&D project was selected (does not need to be filled out directly by the researchers).
5. Technology classification: write down the technology classification as stated on the cover page of the R&D Plan.
6. Master R&D name: write down the master R&D name as stated on the cover page of the R&D Plan.
7. R&D project name: write down the R&D project name as stated on the cover page of the R&D Plan.
8. Total R&D period: write down the total R&D period of the R&D project as stated on the cover page of the R&D Plan.
9. Total planned R&D expenses (relevant phase and year): write down the total planned R&D expenses of the R&D project (relevant phase and year) as stated on the cover page of the R&D Plan.
10. R&D phase: mark [✓] beside the R&D phase relevant to the R&D project.
  - 1) Basic R&D phase: this phase refers to theoretical or experimental research conducted to gain new knowledge concerning phenomena and observable facts without a direct intent to achieve a particular application or program.
  - 2) Applied R&D phase: this phase refers to original research conducted to gain new scientific knowledge primarily for practical goals by leveraging knowledge obtained during the basic R&D phase.
  - 3) Development R&D phase: this phase refers to systematic research conducted to produce new products, devices, and services or to practically enhance existing ones that have already been produced or installed, by utilizing knowledge gained during the basic R&D phase, the applied R&D phase, and through practical experiences.
  - 4) Other: this includes cases that do not fit into the above three phases (Basic, Applied, Development).
11. Technology maturity: as this refers to the maturity of a specific technology (materials, components, devices, systems, etc.), select the relevant stage from the following 9 stages in consideration of the final R&D goals, details, final deliverables, etc. (please fill out only when the R&D project is intended to develop a specific technology)
  - 1) Basic R&D stage: Stage 1 (basic theory/experiments), Stage 2 (conceptualization of ideas, patents, etc., for practical purposes)
  - 2) Experimental stage: Stage 3 (laboratory-scale validation of basic performance).
 

Stage 4 (laboratory-scale evaluation of core performance of materials, components, and systems)
  - 3) Prototype stage: Stage 5 (producing a prototype of finalized materials, components, and systems, and performance evaluation), Stage 6 (prototype production on a trial scale, and performance evaluation)
  - 4) Productization: Stage 7 (reliability evaluation and evaluation by demand-side companies), Stage 8 (trial product certification and standardization)
  - 5) Commercialization: Stage 9 (Commercialization)
12. R&D project type: write down the type of the R&D project that the central administrative agency categorized at its discretion when announcing the R&D project (does not need to be filled out directly by the researchers).
13. Nature of the R&D project: write down the nature of the R&D project as stated when the R&D project was announced by the central administrative agency (does not need to be filled out directly by the researchers).
14. R&D goals: describe the goals of the R&D project in approximately 500 characters.
15. R&D details: describe the details of the R&D project in approximately 1,000 characters.
16. R&D achievements: describe the quantitative and qualitative achievements resulting from implementation of the R&D project in approximately 500 characters. (If the R&D project is divided into phases, include a table showing the goals for each R&D achievement item by phase over the entire R&D period.)
17. Plan to utilize R&D achievements and expected benefits: describe areas where there may be demand for the R&D achievements, how those achievements can be utilized, expected economic effects, etc., in approximately 500 characters (if the R&D project is intended to build research facilities and equipment, describe performance management and self-sustaining operational plan, income management and operation plan, which leverage these research facilities and equipment).
18. Confidentiality of R&D achievements and reasons for non-disclosure (to be completed if applicable): if any of the items in Article 35(2) of the Enforcement Decree apply to the technology, write down “confidential” and the reasons for non-disclosure.
19. Number of registrations/deposits of R&D achievements: write down the number of R&D achievements that have been registered or deposited.
20. Status of registration in the integrated information system for research facilities and equipment: write down the registration status of research facilities and equipment during the R&D implementation period.

**<Table of Contents>**

**1. Overview of the R&D Project**

**2. Implementation Process and Details of the R&D Project**

**3. Results of the R&D Project and Level of Goal Achievement**

**4. Analysis of Causes for Unmet Goals (to be completed if applicable)**

**5. Level of Contribution of R&D Achievements to Related Fields**

**6. Management and Utilization Plan for R&D Achievements**

**Attachment (Reference Materials, etc.)**

\* The following form may be customized by adjusting the format, such as adding or modifying items, rearranging the sequence and structure thereof, or as a separate attachment to align with the specific nature of the R&D project, including essential information required in each item. Item “1.3) Detailed quantitative R&D achievements” may be modified and used from January 4, 2021 to December 31, 2021.

### 1. Overview of the R&D Project

### 2. Implementation Process and Details of the R&D Project

### 3. Results of the R&D Project and Level of Goal Achievement

#### 1) Qualitative R&D achievements

#### 2) Quantitative R&D achievements (To be completed if applicable; may be modified depending on the nature of the R&D project)

< Example Table of Quantitative R&D Achievements > (Units: cases, KRW thousand)

Name of performance indicator	Year	Phase 1 (YYYY~YYYY)		Phase # (YYYY~YYYY)		Total	Weight (%)
		Goal (by phase)	Actual (cumulative)	Goal (by phase)	Actual (cumulative)		
Indicators registered/entrusted to the dedicated institute <sup>1</sup>	Goal (by phase)						
	Actual (cumulative)						
	Goal (by phase)						
	Actual (cumulative)						
Indicators reflecting the nature of the R&D project <sup>2</sup>	Goal (by phase)						
	Actual (cumulative)						
	Goal (by phase)						
	Actual (cumulative)						
Total							

\* 1\_ Indicators registered/entrusted to the dedicated institute: refers to papers [SCI Expanded (SCIE), non-SCIE, average Impact Factor (IF)], patents, full-text reports, research facilities and equipment, technical summaries, copyrights (software, books, etc.), biological resources (bioinformatics data, biological materials), standardization (domestic, international), chemical compounds, and new varieties. For papers, academic presentations, and patents, actuals against goals are not required to be stated.

\* 2\_ Indicators reflecting nature of the R&D project: refers to technology implementation (transfer), technology fee, commercialization (investment performance, productization, sales amount, export amount, job creation, employment effect, investment attraction), cost reduction, technology (product) certification, production and certification of test products, designation of new technology, improvement of trade balance, economic ripple effect, industrial support (technical guidance), educational guidance, human resource development (professional research personnel, industrial research personnel, number of graduates, employment, training programs, etc.), incorporation into laws and regulations, utilization in policies, incorporation into design standards, utilization in other R&D programs, technology trade, promotion (exhibitions), international cooperation, awards and honors, and other utilization of the R&D. (Indicators unique to the nature of the R&D project may be added.)

< Example of Performance Indicators for R&D Achievements >

Evaluation item (Key performance <sup>1)</sup> )	Unit	Percentage of all items <sup>2)</sup> (%)	Global top-tier		Domestic level before R&D	R&D goals		Rationale for goals
			Country/institute	Performance level		Performance level	Phase 1 (YYYY~YYYY)	Phase # (YYYY~YYYY)

\*1\_This pertains to technical performance evaluation criteria, such as precision, tensile strength, impact resistance, operating voltage, response time, etc.

\*2\_Weight indicates the relative importance of each component's performance specification towards achieving the final goal. Total weight must equal 100%.

**3) Detailed quantitative R&D achievements** (Complete only applicable sections and attach supporting documentation.)**[Scientific Achievements]** **Publication of papers (domestic and international academic journals)**

No.	Title of paper	Name of journal	Name of lead author	Volume/Issue	Country	Publisher	SCIE status (SCIE/Non-SCIE)	Date of publication	Registration no. (ISSN)	Contribution rate

 **Presentation at domestic and international academic conferences**

No.	Name of conference	Presenter	Date and time of presentation	Venue	Country

 **Technical summaries**

Year	Name of technology	Summary description	Level of technology readiness	Registration no.	Utilization status	Reason for non-utilization	Utilization outside the R&D organization	Mode of authorization

 **Full-text report**

Year	Category of report	Date of publication	Registration no.

 **Biological resources (biological materials, bioinformatics data) / compounds**

No.	Name of biological resource (biological materials, bioinformatics data)	Registration/deposit no.	Registration/deposit organization	Year of occurrence

**[Technological Achievements]** **Intellectual property rights (patents, utility models, designs, trademarks, standards, new varieties, programs)**

No.	Title of intellectual property rights (provide details for each item)	Country	Application				Registration			Contribution rate	Utilization status
			Applicant	Date of application	Application no.	Registration no.	Registrant	Date of registration	Registration no.		

 **Types of intellectual property utilization**

※ For rights currently being utilized, check (✓) the current type(s) of utilization. For rights not yet utilized, check (✓) the planned type(s) of utilization (up to three selections allowed).

No.	Productization	Defensive use	Exclusive license	Non-exclusive license	Free license	Sale/transfer	Cross license	Collateral loan	Investment	Others

 **Copyrights (software, books, etc.)**

No.	Name of copyright	Date of creation	Author	Date of registration	Registration no.	Copyright holder	Contribution rate

 **Designation of new technology**

No.	Name	Date of application	Date of notification	Protection period	Designation no.

 **Technology and product certification**

No.	Field of certification	Certifying organization	Details		Date of certification	Country
			Name of certification	Certification no.		

Standardization Domestic standards

No.	Category of certification <sup>1,j</sup>	Certification status <sup>2,j</sup>	Name of standard	Name of standard certification organization	Proposing entity	Type of standard <sup>3,j</sup>	Date of proposal/certification

\* 1,j Fill in the applicable details from Korean Industrial Standards (KS), organizational standards, etc.

\* 2,j Indicate whether it is a proposal or certification.

\* 3,j Indicate whether it is a new standard or a revision.

 International standards

No.	Category of standardization stage <sup>1,j</sup>	Name of standard	Name of standard organization <sup>2,j</sup>	Name of standard subcommittee	Participation in chair group activities	Pursuit of standard-essential patent	Standard development method <sup>3,j</sup>	Proposer	Standardization no.	Date of proposal

\* 1,j Fill in the applicable stage from: New Proposal (NP), Working Draft (WD), Committee Draft (CD), Draft International Standard (DIS), Final Draft International Standard (FDIS), or International Standard (IS).

\* 2,j Indicate whether it is International Organization for Standardization (ISO), International Electrotechnical Commission (IEC), or Joint Technical Committee 1 (JTC1).

\* 3,j Indicate whether it is International Standard (IS), Technical Specification (TS), Technical Report (TR), Publicly Available Specification (PAS), or others.

**[Economic Achievements]** Production of prototype products

No.	Name of prototype product	Date of launch/production	Manufacturer	Installation location	Field of application	Time required for commercialization	Certification authority (if applicable)	Date of certification (if applicable)

 Technology implementation (transfer)

No.	Technology transfer type	Name of technology implementation contract	Target organization for technology implementation	Date of technology implementation	Technology fee (amount incurred in the relevant year)	Cumulative collection status

 Investment in commercialization

No.	Additional R&D investment	Facility investment	Other investments	Total	Nature of investment funds*

\* Fill in applicable type: internal funds, credit loan, collateral loan, attracted investment, or other.

 Commercialization status

No.	Commercialization method <sup>1,j</sup>	Commercialization type <sup>2,j</sup>	Region <sup>3,j</sup>	Name of commercialization	Details	Name of company	Sales		Year of sales occurrence	Technology lifespan
							Domestic (KRW thousand)	Overseas (USD)		

\* 1,j Indicate whether the method is technology transfer or in-house implementation.

\* 2,j Indicate whether the type is new product development, improvement of existing product, new process development, or improvement of existing process.

\* 3,j Indicate whether the region is domestic or overseas.

 (Cumulative) sales performance

Name of commercialization	Year of occurrence	Sales		Total	Calculation method
		Domestic (KRW thousand)	Overseas (USD)		
Total					

**Commercialization plan and effect of trade balance improvement**

Performance				
Commercialization plan	Period required for commercialization (years)			
	Required budget (KRW thousand)			
	Expected sales (KRW thousand)	To date	In 3 years	In 5 years
	Market share	Unit (%)	To date	In 3 years
		Domestic		In 5 years
	Overseas			
	Plans for development of other models or products using related technologies and products			
Value of trade balance improvement (KRW thousand)	Import substitution (domestic supply)	Current	In 3 years	In 5 years
	Export			

 **Job creation**

No.	Name of commercialization	Company	Number of jobs created (persons)		Total
			YYYY	YYYY	
Total					

 **Effect on employment**

Category			Employment effect (persons)	
Employment effect	Before development	Research personnel		
		Production personnel		
	After development	Research personnel		
		Production personnel		

 **(Cumulative) cost reduction**

No.	Name of commercialization	Year of occurrence	Calculation method	Amount of cost reduction (KRW-, thousand)
Total				

 **Economic ripple effect**

(Unit: KRW thousand/year)

Category	Name of commercialization	Import substitution	Export increase	Sales increase	Productivity improvement	Job creation (number of trained personnel)	Other
Relevant year							
Expected goals							

 **Industrial support (technical guidance)**

No.	Details	Period	Participants	Location	No. of participants

**Technology trade**

(Unit: KRW thousand)

No.	Year/month of contract	Name of contracted technology	Contractor	Country of contractor	Amount collected to date	Total contract amount	Amount collected in relevant year	Amount expected to be collected in the future	Export/import
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**[Social Achievements]** **Incorporation into laws and regulations**

No.	Category (law/enforcement decree)	Category of utilization (enactment/revision)	Name	Relevant clause	Effective date	Managing ministry	Details of enactment/revision
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 **Utilization in policies**

No.	Category (proposal/adoption)	Name of policy	Related organization (responsible department)	Year of utilization	Details of adoption
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 **Incorporation into design standards/specifications/guidelines/manuals**

No.	Category (design standards/specifications/guidelines/manuals)	Category of utilization (new/improvement)	Name of design standard/specification/guideline/manual	Date of incorporation	Details of incorporation
-----	---	---	--	-----------------------	--------------------------

 **Training of specialized research personnel**

No.	Category	Base year	Status									
			By degree				By gender		By region			
			Doctorate	Masters	Bachelors	Other	M	F	Capital region	Chungcheong region	Yeongnam region	Honam region

 **Training of industrial technical personnel**

No.	Name of program	Description of program	Training institute	No. of training sessions	Total training hours	Total no. of trainees
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 **Utilization in R&D programs of other countries**

No.	Central government agency	Name of program	Name of R&D project	Research director	Planned R&D expenses
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 **International cooperation achievements**

No.	Category (invited/dispatched)	Period	Country	Degree	Major	Details
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 **Publicity achievements**

No.	Type of publicity	Name of media	Title	Date of publicity
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 **Awards and recognitions**

No.	Type	Name of award	Details of award	Awardee	Date of award	Awarding organization
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**[Infrastructure Achievements]** **Research facilities and equipment**

Establishing organization	Name of research facility/equipment	Specification (model name)	Development status (O/X)	Registration status in the integrated information system for research facilities and equipment*	Registration no. in the integrated information system for research facilities and equipment*	Date of establishment (YY.MM.DD)	Establishment costs (KRW thousand)	Remarks (installation location)
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\* This refers to the integrated information system for research facilities and equipment as prescribed in Article 42(4)2 of the *Enforcement Decree of the Framework Act on Science and Technology*.

**[Other Achievements] (to be completed if applicable)****4) Unplanned achievements and contributions to related fields (to be completed if applicable)**

## &lt;Reference 1&gt; Examples of Supporting Documentation for Research Achievements

Type of achievement	Examples of supporting documentation
Research paper	Copy of paper (including sections confirming author, abstract, and acknowledgment; duplicate attachments for the same R&D project are not allowed)
Intellectual property rights	Copy of industrial property registration certificate (or application form), including inventor, title of invention, and source R&D project
Product development (prototype products)	Photos and other supporting materials related to prototype development
Technology transfer	Technology transfer agreement, technology implementation agreement, records of technology fee deposits
Commercialization (product launch, process development)	Photos of commercialized products, proof of sales revenue (tax invoices, delivery agreements, or internal accounting records verifying sales)
Product approval	Approval documents from the U.S. FDA or MFDS (Ministry of Food and Drug Safety)
Clinical trial	Clinical trial plan (IND) approval letter

<Reference 2> Registration and Deposit Scope and Requirements for R&D Achievements (Pursuant to Article 33(4) and Table 4 of the *Enforcement Decree of the National Research and Development Innovation Act*)

Category	Subject	Scope of registration and deposit
Registration	Paper	Academic papers published in academic journals (including electronic full texts) issued by domestic or international academic organizations
	Patents	Patent information filed or registered domestically or internationally
	Full-text report	Annual, interim, and final reports of research and development
	Research facilities/equipment	Research facilities or equipment acquired through national R&D programs with a value of KRW 30 million or more (including VAT and incidental costs), or any research facilities and equipment available for joint use
	Technology summaries	Summarized information of R&D achievements from completed annual, progress, and final reports
	Biological resources – bioinformatics	Genomic information such as sequence and expression data, proteomic information such as sequence, structure, and interactions, expression information from DNA or protein chips, and other biological information
	Software	Created software and related information necessary for registration
Deposit	Standards	Official standard information adopted as a national standard under Article 3 of the <i>Framework Act on National Standards</i> or as an international standard [including standard information adopted by official international standardization organizations (ISO, IEC, ITU), including their relevant technical committees, or by accredited organizations and de facto standardization bodies]
	Biological resources – biological materials	Microbial resources such as bacteria, fungi, and viruses; animal resources such as human or animal cells and embryos; plant resources such as plant cells and seeds; genomic resources such as DNA, RNA, and plasmids; and other biological materials
	Compounds	Organic compounds synthesized or extracted from natural substances and related information
	New varieties	New agricultural varieties filed or registered domestically or internationally and related information

**2) Level of goal achievement**

Goals	Details of achievement	Achievement rate (%)
○	○	○
○	○	○

**4. Analysis of Causes for Unmet Goals (to be completed if applicable)****1) Causes (reasons) for unmet goals identified through internal analysis****2) Internal corrective actions****3) Integrity of the R&D process**

## 5. Level of Contribution of R&D Achievements to Related Fields

## 6. Management and Utilization Plan for R&D Achievements

< Example of Utilization Plan for R&D Achievements >

< Example of Utilization Plan for R&D Achievements >

Category (quantitative and qualitative achievement items)		Within 5 years after completion of R&D		
Papers (international)	SCIE	Annual goal		
	Non-SCIE			
	Total			
Papers (domestic)	SCIE			
	Non-SCIE			
	Total			
Patent applications	Domestic			
	International			
	Total			
Patent registrations	Domestic			
	Overseas			
	Total			
Human resource training	Bachelor's degree			
	Master's degree			
	Doctorate degree			
	Total			
Commercialization	Product launch			
	Technology transfer			
	Process development			
Product development	Prototype development			
Non-clinical trials				
Clinical trials (IND approval)	Pharmaceutical product	Phase 1		
		Phase 2		
		Phase 3		
		Medical device		
		Clinical guideline development		
		New medical technology development		
		Dissemination of achievements		
		Awards and recognition		
		Key details of qualitative achievements		

< Attachment >

Requirements of central administrative agency	Attachments
1.	1) 2)
2.	1) 2)

## How to Complete the Main Text (This guide does not need to be included in the submission)

1. Overview of the R&D project: write down the purpose, necessity, and scope of the R&D. The content must be consistent with the R&D Plan prepared at the time of selection and the most recently submitted Annual Report or Progress Report.
2. Implementation process and details of the R&D project: write down details of the theoretical and experimental approaches, as well as the research process and content.
3. Results of the R&D project and level of goal achievement:
  - 1) Results of the R&D project: write down the qualitative and (if applicable) quantitative R&D achievements, detailed quantitative R&D achievements, and any unplanned achievements or contributions to related fields that have arisen from implementation of the R&D project.
    - (1) Qualitative R&D achievements: write down qualitative results achieved during the relevant year.
    - (2) Quantitative R&D achievements: write down actual performance for the year compared with the goals specified in the R&D performance table of the R&D Plan. (Complete this section if applicable; may be modified depending on nature of the R&D project.)
    - (3) Detailed quantitative R&D achievements: for items in scientific achievements, technological achievements, standardization, economic achievements, social achievements, infrastructure achievements, or other achievements that occurred during the relevant year, complete the sections as applicable. Attach supporting documentation, and for R&D achievements subject to registration or deposit, include details along with registration or deposit numbers.
    - (4) Unplanned achievements and contributions to related fields: describe any unplanned achievements during the year and their contributions to related fields.
  - 2) Level of goal achievement: write down content of the achievement and level of achievement (%) of the relevant phase against the R&D goals of that phase, based on the phase-specific research goals and evaluation criteria.
4. Analysis of causes for unmet goals: write down the internally analyzed causes (reasons) for unmet goals, issues such as insufficient progress, corrective actions and countermeasures taken, and integrity of the project implementation process.
5. R&D achievements and contribution to related fields: write down specific evidence to describe the position, excellence, and contributions of the research achievements in comparison with the status of technological development in related fields, both domestically and internationally.
6. Management and utilization plan for R&D achievements: write down the system for managing the achievements, anticipated areas of utilization, utilization methods, any need for additional research, potential applications in other research, commercialization strategies, and plans for technology transfer.

[Back Page]

**Notice**

1. This is the final report of the ○○ R&D project implemented under the ○○ R&D program, conducted by ○○.
2. When publishing or presenting the contents of this R&D externally, it must be clearly indicated that the results are from the ○○ R&D program conducted by ○○ (or ○○ specialized agency).
3. No information necessary for maintaining national science and technology confidentiality shall be disclosed or released to the public.

7

## 성과활용보고서(영문)

국가연구개발혁신법 시행규칙 [별지 제6호서식]

1 / 7

R&D Achievement Utilization Report									Security rating General [ ], Classified [ ]						
Name of central administrative agency			Program name			Program name									
Name of specialized institute (if applicable)						Sub-program name (if applicable)									
Announcement no.			Master R&D identification no. (if applicable)												
			R&D project no.												
Technology classification	National science & technology standard classification system		1st priority subcategory code name		%	2nd priority subcategory code name		%	3rd priority subcategory code name		%				
	Ministry/agency technology classification (if applicable)		1st priority subcategory code name		%	2nd priority subcategory code name		%	3rd priority subcategory code name		%				
Master R&D name (if applicable)			Korean												
			English												
R&D project name			Korean												
			English												
Principal R&D institute			Institute name					Business registration no.							
			Address (Zip code)					Corporate registration no.							
Research director			Name		Job title										
			Contact information	Office phone	Mobile phone										
			Email		National researcher no.										
R&D period		Total		From		to		( year(s) month(s))							
		Phase (if applicable)		From		to		( year(s) month(s))							
				From		to		( year(s) month(s))							
		Relevant year		Phase # / (n)the year		From		to		( year(s) month(s))					
Planned R&D expenses (Unit: KRW 1,000)		Government-funded R&D expenses		Grants from other institutes, etc.				Total			Grant other than planned R&D expenses				
				Own R&D expenses		Local government							Other ( )		
		Cash		Cash	In kind	Cash	In kind	Cash	In kind	Total					
		Total													
		Phase 1		First year											
				(n)th year											
Phase #		First year													
		(n)th year													
Joint R&D institute, etc. (if applicable)			Institute name		Director		Job title		Mobile phone		Email	Note			
Joint R&D institute												Role			
Entrusted R&D institute												Institute type			
Institute other than R&D institute															
Utilization of R&D achievements		Commercialization completed		Commercialization in progress		Follow-up research in progress		Utilized for technical support		Utilized for policy development		Utilized for preliminary or basic research	Utilized for other purposes	Utilization discontinued	
		Outcome of utilization for other purposes (to be completed if applicable)													
		Reason for discontinuation of utilization (to be completed if applicable)													
Report prepared by:		Name						Job title							
		Contact information	Office phone					Mobile phone							
		Email						National researcher no.							

We hereby submit this R&amp;D Achievement Utilization Report of R&amp;D achievements from the above R&amp;D project.

[Date]

Head of principal R&D institute:  
Head of joint R&D institute:(Official seal)  
(Official seal)

Attention: Head of the Central Administrative Agency

## How to Complete the Cover Page (This guide does not need to be included in the submission)

1. Security rating: mark [✓] beside 'Classified' if it falls within classified tasks as defined in Article 21(2) of the *National Research and Development Innovation Act*; otherwise, mark [✓] beside 'General' (does not need to be filled out directly by the researchers).
2. Name of central administrative agency: write down the name of the central administrative agency which announced the R&D project (if there is more than one relevant central administrative agency, write down the names of all relevant central administrative agencies; this does not need to be filled out directly by the researchers).
3. Name of specialized institute: write down the name of the specialized institute managing the R&D project (does not need to be filled out directly by the researchers).
4. Program name: write down the relevant program name of the R&D project (does not need to be filled out directly by the researchers).
5. Sub-program name: write down the relevant sub-program name of the R&D project (does not need to be filled out directly by the researchers).
6. Announcement no.: write down the announcement no. at the top of the announcement on the R&D project (does not need to be filled out directly by the researchers).
7. Master R&D identification no.: write down the number assigned to the master R&D project (does not need to be filled out directly by the researchers).
8. R&D project no.: write down the number assigned at the time the R&D project was selected (does not need to be filled out directly by the researchers).
9. National science & technology standard classification system: write down the classification as indicated in the R&D Plan.
10. Ministry/agency technology classification: write down the classification as indicated in the R&D Plan.
11. Master R&D name: if two or more correlated R&D projects are to be executed, write down the name of the overarching research and development (does not need to be filled out directly by the researchers).
12. R&D project name: write down the name of the R&D project to be performed by the R&D institute.
13. R&D period:
  1. Total: write down the term of this Agreement as the total R&D period of the R&D project.
  2. Phase #: if the R&D project is divided into phases, write down the R&D periods for the relevant phases.
  3. Relevant year: write down the R&D period for the relevant year of the R&D project
14. Planned R&D expenses: if the R&D project is not divided into phases, the total R&D period is considered as Phase 1.
  - 1) Government-funded R&D expenses: write down the amount of planned R&D expenses to be funded by the central administrative agency.
  - 2) Own R&D expenses: write down the amount of planned R&D expenses to be borne by the R&D institute, distinguishing between cash and in kind, in accordance with Article 19 and [Attached Table 1] of the Enforcement Decree.
  - 3) Grants from other institutions, etc.: write down the amount of planned R&D expenses to be funded by institutes funding the R&D expenses not included in 1) or 2) above, or institutes intending to utilize or purchase the R&D achievements, distinguishing between cash and in kind.
  - 4) Grant other than the planned R&D expenses: write down the amount of support/funding from international organizations or foreign governments/agencies/organizations, etc., or the amount for a program directly implemented by the central administrative agencies (including affiliated agencies) for the remit, which are not included in the planned R&D expenses under the *National Research and Development Innovation Act*.
15. Role of the joint R&D institute
  - 1) Write down "demand" if the joint R&D institute is a company (on the demand side) intending to utilize or purchase the R&D achievements.
  - 2) Write down "joint" if the joint R&D institute is not a company on the demand side.
16. Role of the entrusted R&D institute: write down "entrusted."
17. Role of institutions other than an R&D institute (only if required during the public contest)
  - 1) If the institution is a local government, write down "local government."
  - 2) If the institute is an overseas R&D institute, write down "international cooperation."
  - 3) If the institute is intended to utilize R&D achievements, write down "beneficiary."
  - 4) If the institute engages in consulting related to the R&D project, write down "consulting."
  - 5) For any remaining roles, write down "other."
18. Utilization of R&D achievements: mark [✓] for all applicable types.
19. Report prepared by: write down the name of someone with a good understanding of the utilization of R&D achievements and who is capable of practical consultations with specialized institutes regarding such utilization.
20. Signature of institute head: affix the electronic signature of the head of the principal R&D institute, the head of the joint R&D institute, and the head of the entrusted R&D institute.

\* The following form may be customized from January 4, 2021 to December 31, 2021, by adjusting the format, such as adding or modifying items, rearranging the sequence and structure thereof, or as a separate attachment to align with the specific nature of the R&D project, including essential information required in each item.

## 1. Scientific Achievements

### Publication of papers (domestic and international academic journals)

No.	Title of paper	Name of journal	Name of lead author	Volume/Issue	Country	Publisher	SCIE status (SCIE/Non-SCIE)	Date of publication	Registration no. (ISSN)	Contribution rate

### Presentation at domestic and international academic conferences

No.	Name of conference	Presenter	Date and time of presentation	Venue	Country

### Technical summaries

Year	Name of technology	Summary description	Level of technology readiness	Registration no.	Utilization status	Reason for non-utilization	Utilization outside the R&D organization	Mode of authorization <sup>1)</sup>

\* 1.) Utilization methods outside the R&D institute: write down, as applicable, transfer, licensing, technical guidance, joint research, joint venture, and/or merger and acquisition. Multiple selections may be recorded if applicable.

### Full-text report

Year	Category of report	Date of publication	Registration no.

### Biological resources (biological materials, bioinformatics data) / compounds

No.	Name of biological resource (biological materials, bioinformatics data)	Registration/deposit no.	Registration/deposit organization	Year of occurrence

## 2. Technological Achievements

### Intellectual property rights (patents, utility models, designs, trademarks, standards, new varieties, programs)

No.	Title of intellectual property rights (provide details for each item)	Country	Application				Registration			Contribution rate	Utilization status
			Applicant	Date of application	Application no.	Registration no.	Registrant	Date of registration	Registration no.		

#### Types of intellectual property utilization

\* For rights currently being utilized, check (✓) the current type(s) of utilization. For rights not yet utilized, check (✓) the planned type(s) of utilization (up to three selections allowed).

No.	Productization	Defensive use	Exclusive license	Non-exclusive license	Free license	Sale/transfer	Cross license	Collateral loan	Investment	Others

### Copyrights (software, books, etc.)

No.	Name of copyright	Date of creation	Author	Date of registration	Registration no.	Copyright holder	Contribution rate

### Designation of new technology

No.	Name	Date of application	Date of notification	Protection period	Designation no.

### Technology and product certification

No.	Field of certification	Certifying organization	Details		Date of certification	Country
			Name of certification	Certification no.		

Standardization Domestic standards

No.	Category of certification <sup>1,j</sup>	Certification status <sup>2,j</sup>	Name of standard	Name of standard certification organization	Proposing entity	Type of standard <sup>3,j</sup>	Date of proposal/certification
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\* 1,j Fill in the applicable details from Korean Industrial Standards (KS), organizational standards, etc.

\* 2,j Indicate whether it is a proposal or certification.

\* 3,j Indicate whether it is a new standard or a revision.

 International standards

No.	Category of standardization stage <sup>1,j</sup>	Name of standard	Name of standard organization <sup>2,j</sup>	Name of standard subcommittee	Participation in chair group activities	Pursuit of standard-essential patent	Standard development method <sup>3,j</sup>	Proposer	Standardization no.	Date of proposal
-----	--	------------------	--	-------------------------------	---	--------------------------------------	--	----------	---------------------	------------------

\* 1,j Fill in the applicable stage from: New Proposal (NP), Working Draft (WD), Committee Draft (CD), Draft International Standard (DIS), Final Draft International Standard (FDIS), or International Standard (IS).

\* 2,j Indicate whether it is International Organization for Standardization (ISO), International Electrotechnical Commission (IEC), or Joint Technical Committee 1 (JTC1).

\* 3,j Indicate whether it is International Standard (IS), Technical Specification (TS), Technical Report (TR), Publicly Available Specification (PAS), or others.

**3. Economic Achievements** Production of prototype products

No.	Name of prototype product	Date of launch/production	Manufacturer	Installation location	Field of application	Time required for commercialization	Certification authority (if applicable)	Date of certification (if applicable)
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 Technology implementation (transfer)

No.	Technology transfer type	Name of technology implementation contract	Target organization for technology implementation	Date of technology implementation	Technology fee (amount incurred in the relevant year)	Cumulative collection status
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 Investment in commercialization

No.	Additional R&D investment	Facility investment	Other investments	Total	Nature of investment funds <sup>*</sup>
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\* Fill in applicable type: internal funds, credit loan, collateral loan, attracted investment, or other.

 Commercialization status

No.	Commercialization method <sup>1,j</sup>	Commercialization type <sup>2,j</sup>	Region <sup>3,j</sup>	Name of commercialization	Details	Name of company	Sales		Year of sales occurrence	Technology lifespan
							Domestic (KRW thousand)	Overseas (USD)		

\* 1,j Indicate whether the method is technology transfer or in-house implementation.

\* 2,j Indicate whether the type is new product development, improvement of existing product, new process development, or improvement of existing process.

\* 3,j Indicate whether the region is domestic or overseas.

 (Cumulative) sales performance

Name of commercialization	Year of occurrence	Sales		Total	Calculation method
		Domestic (KRW thousand)	Overseas (USD)		
Total					

Commercialization plan and effect of trade balance improvement

Performance				
Commercialization plan	Period required for commercialization (years)			
	Required budget (KRW thousand)			
	Expected sales (KRW thousand)	To date	In 3 years	In 5 years
	Market share	Unit (%)	To date	In 3 years
		Domestic		In 5 years
	Overseas			
Plans for development of other models or products using related technologies and products				
Value of trade balance improvement (KRW thousand)	Import substitution (domestic supply)	Current	In 3 years	In 5 years
		Export		

 Job creation

No.	Name of commercialization	Company	Number of jobs created (persons)		Total
			YYYY	YYYY	
Total					

 Effect on employment

Category			Employment effect (persons)	
Employment effect	Before development	Research personnel		
		Production personnel		
	After development	Research personnel		
		Production personnel		

 (Cumulative) cost reduction

No.	Name of commercialization	Year of occurrence	Calculation method	Amount of cost reduction (KRW-, thousand)
			Total	

 Economic ripple effect

(Unit: KRW thousand/year)

Category	Name of commercialization	Import substitution	Export increase	Sales increase	Productivity improvement	Job creation (number of trained personnel)	Other
Relevant year							
Expected goals							

 Industrial support (technical guidance)

No.	Details	Period	Participants	Location	No. of participants

**Technology trade**

(Unit: KRW thousand)

No.	Year/month of contract	Name of contracted technology	Contractor	Country of contractor	Amount collected to date	Total contract amount	Amount collected in relevant year	Amount expected to be collected in the future	Export/import
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**4. Social Achievements** **Incorporation into laws and regulations**

No.	Category (law/enforcement decree)	Category of utilization (enactment/revision)	Name	Relevant clause	Effective date	Managing ministry	Details of enactment/revision
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 **Utilization in policies**

No.	Category (proposal/adoption)	Name of policy	Related organization (responsible department)	Year of utilization	Details of adoption
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 **Incorporation into design standards/specifications/guidelines/manuals**

No.	Category (design standards/specifications/guidelines/manuals)	Category of utilization (new/improvement)	Name of design standard/specification/guideline/manual	Date of incorporation	Details of incorporation
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 **Training of specialized research personnel**

No.	Category	Base year	Status									
			By degree				By gender		By region			
			Doctorate	Masters	Bachelors	Other	M	F	Capital region	Chungcheong region	Yeongnam region	Honam region

 **Training of industrial technical personnel**

No.	Name of program	Description of program	Training institute	No. of training sessions	Total training hours	Total no. of trainees
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 **Utilization in R&D programs of other countries**

No.	Central government agency	Name of program	Name of R&D project	Research director	Planned R&D expenses
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 **International cooperation achievements**

No.	Category (invited/dispatched)	Period	Country	Degree	Major	Details
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 **Publicity achievements**

No.	Type of publicity	Name of media	Title	Date of publicity
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 **Awards and recognitions**

No.	Type	Name of award	Details of award	Awardee	Date of award	Awarding organization
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## 5. Infrastructure Achievements

### Research facilities and equipment

Establishing organization	Name of research facility/equipment	Specification (model name)	Development status (O/X)	Registration status in the integrated information system for research facilities and equipment*	Registration no. in the integrated information system for research facilities and equipment*	Date of establishment (YY.MM.DD)	Establishment costs (KRW thousand)	Remarks (installation location)
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\* This refers to the integrated information system for research facilities and equipment as prescribed in Article 42(4)2 of the *Enforcement Decree of the Framework Act on Science and Technology*.

## 6. Other Achievements] (to be completed if applicable)

### How to Complete the Main Text (This guide does not need to be included in the submission)

1. Scientific achievements: write down, if applicable, specific academic achievements of the R&D project, such as paper published, presented at a conference, technical summaries, and full-text report made.
2. Technical achievements: write down, if applicable, specific technical achievements of the R&D project, such as acquisition of intellectual property rights or copyrights, designation of new technologies, technical and product certification, and standardization.
3. Economic achievements: write down, if applicable, specific economic achievements of the R&D project, such as prototype produced, technology implemented, investment in commercialization, progress commercialization, and sales performance.
4. Social achievements: write down, if applicable, specific social achievements of the R&D project, such as legislation enacted, utilization for policies, human resource development, international collaboration, publicity gained, and award or recognition received.
5. Infrastructure achievements: write down, if applicable, achievements of the R&D project in securing R&D infrastructure, such as research facilities established and equipment obtained.
6. Other achievements: write down, if applicable, any other achievements of the R&D project that would not be considered scientific, technical, economic, social, or infrastructure achievements.

### < Attachment >

Requirements of central administrative agency	Attachments
1.	1) 2)
2.	1) 2)

## 8

## 연구개발비 사용실적보고서(영문)

국가연구개발혁신법 시행규칙 [별지 제7호서식]

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## Report on Actual R&amp;D Expenses

Program name				Master R&D identification no. (if applicable)			
Sub-program name (if applicable)				R&D project no.			
Master R&D name (if applicable)							
R&D project name							
R&D institute		Institute name				Institute type	
Research director / person in charge		Name				Job title	
R&D period	Total		From _____ to _____ ( year(s) month(s))				
	Relevant phase (if applicable)		From _____ to _____ ( year(s) month(s))				
R&D expenses of R&D institute (Unit: KRW 1,000)	Government-funded R&D expenses	Own R&D expenses	Grants from other institutes, etc.				Total
			Local government	Other ( )			
	Cash	Cash	In kind	Cash	In kind	Cash	In kind
	Total						Total
R&D expenses of R&D project (Unit: KRW 1,000) (To be completed by the principal R&D institute only)	Government-funded R&D expenses	Own R&D expenses	Grants from other institutes, etc.				Total
			Local government	Other ( )			
	Cash	Cash	In kind	Cash	In kind	Cash	In kind
	Total						Total
R&D expenses of R&D project (Unit: KRW 1,000) (To be completed by the principal R&D institute only)	Government-funded R&D expenses	Own R&D expenses	Grants from other institutes, etc.				Total
			Local government	Other ( )			
	Cash	Cash	In kind	Cash	In kind	Cash	In kind
	Total						Total
R&D expenses of R&D project (Unit: KRW 1,000) (To be completed by the principal R&D institute only)	Government-funded R&D expenses	Own R&D expenses	Grants from other institutes, etc.				Total
			Local government	Other ( )			
	Cash	Cash	In kind	Cash	In kind	Cash	In kind
	Total						Total
R&D expenses of R&D project (Unit: KRW 1,000) (To be completed by the principal R&D institute only)	Government-funded R&D expenses	Own R&D expenses	Grants from other institutes, etc.				Total
			Local government	Other ( )			
	Cash	Cash	In kind	Cash	In kind	Cash	In kind
	Total						Total
R&D expenses of R&D project (Unit: KRW 1,000) (To be completed by the principal R&D institute only)	Government-funded R&D expenses	Own R&D expenses	Grants from other institutes, etc.				Total
			Local government	Other ( )			
	Cash	Cash	In kind	Cash	In kind	Cash	In kind
	Total						Total

We hereby submit this Report on Actual R&D Expenses for the above R&D project pursuant to Article 26(1) of the *Enforcement Decree of the National Research and Development Innovation Act*.

[Date]

Research director / person in charge:  
Head of R&D institute: (Seal)  
(Official seal)

Attention: Head of the Central Administrative Agency

## How to Complete the Report (This guide does not need to be included in the submission)

1. Security rating: mark [✓] beside 'Classified' if it falls within classified tasks as defined in Article 21(2) of the *National Research and Development Innovation Act*; otherwise, mark [✗] beside 'General' (does not need to be filled out directly by the researchers).
2. Name of central administrative agency: write down the name of the central administrative agency which announced the R&D project (if there is more than one relevant central administrative agency, write down the names of all relevant central administrative agencies; this does not need to be filled out directly by the researchers).
3. Name of specialized institute: write down the name of the specialized institute managing the R&D project (does not need to be filled out directly by the researchers).
4. Program name: write down the relevant program name of the R&D project (does not need to be filled out directly by the researchers).
5. Sub-program name: write down the relevant sub-program name of the R&D project (does not need to be filled out directly by the researchers).
6. R&D institute: if multiple R&D institutes participated in a single project, this form should be prepared and submitted separately for each institute.
  - 1) If the R&D institute is the principal research institute, write down "principal" under the institute type.
  - 2) If the R&D institute is a joint research institute, write down "joint" under the institute type.
  - 3) If the R&D institute is an entrusted research institute, write down "entrusted" under the institute type.
7. Research director / person in charge
  - 1) If the R&D institute is the principal research institute, write down the name and title of the research director.
  - 2) If the R&D institute is a joint or entrusted research institute, write down the name and title of the researcher who oversees the performance of the joint or entrusted institute's portion of the project.
8. R&D period: write down the start and end dates of the entire R&D project. (For a project divided into phases, write down the start and end dates of the relevant phase.)
9. R&D expenses of R&D institute: write down the total R&D expenses of the institute. (For a project divided into phases, write down the expenses for the relevant phase.)
  - 1) If there has been no change in the expense plan after the agreement was signed: write down the amount as stated in the agreement.
  - 2) If the expense plan has been modified after the agreement was signed: write down the revised amount.
10. R&D expenses of R&D project (To be completed by the principal R&D institute only): write down the total R&D expenses for the project. (For a project divided into phases, write down the expenses for the relevant phase.)
  - 1) If there has been no change in the expense plan after the agreement was signed: write down the amount as stated in the agreement.
  - 2) If the expense plan has been modified after the agreement was signed: write down the revised amount.

## < Comparison of R&D Institute's Actual R&D Expenses against the Planned R&D Expenses >

### 1. Statement of Actual R&D Expenses

(Units: KRW, %)

Item	Category	Actual R&D expenses					Amount used (⑥)	Remaining balance (⑤-⑥)	Utilization rate (⑥/⑤×100)	Carried-over amount to next phase (if applicable)
		Carried-over amount from previous phase (if applicable) ①	Originally planned R&D expenses ②	Revised R&D expenses ③	Accrued interest allocated to planned R&D expenses ④	Subtotal (①+②+③+④)				
a. Direct costs	Cash									
	In kind									
	Subtotal									
1) Labor costs	Cash									
	In kind									
2) Student labor costs	Cash									
	In kind									
3) Research facilities and equipment costs	Cash									
	In kind									
4) Research material costs	Cash									
	In kind									
5) Entrusted R&D expenses <sup>1</sup>	Cash									
	In kind									
6) International joint R&D expenses	Cash									
	In kind									
7) R&D contribution expenses	Cash									
	In kind									
8) Research activity expenses	Cash									
	In kind									
9) Research allowances	Cash									
	In kind									
b. Indirect costs	Cash									
	In kind									
	Subtotal									
Total	Cash									
	In kind									
	Total									

\* 1) Only the principal research institute shall write down the status and actual amount of entrusted R&D expenses.

### 2. Statement of Use of Accrued Interest

(Unit: KRW)

	Amount generated (A)	Purpose for use	Amount used (B)	Remaining balance (A-B)
Interest accrued during R&D period				
Interest accrued after R&D period				

### 3. Statement of Returned Amounts

(Units: KRW, %)

Returned R&D advance				Returned accrued interest		Total returned amount (C+E)
Reason for return	Cash	In kind	Subtotal	During R&D period	After R&D period	Subtotal (D)
Unused balance						
Disallowable expenditures						
Subtotal (A)						
Government share ratio (B)				Government share ratio (B)		
Government share amount (C=A×B)				Government share amount (E=D×B)		

## <Comparison of R&D Project's Actual R&D Expenses against the Planned R&D Expenses>

(※ To be completed only by the principal research institute)

### 1. Statement of Actual R&D Expenses

(Units: KRW, %)

Item	Category	Planned R&D expenses					Amount used (⑥)	Remaining balance (⑤-⑥)	Utilization rate (⑥/⑤×100)	Carried-over amount to next phase (if applicable)
		Carried-over amount from previous phase (if applicable) ①	Originally planned R&D expenses ②	Revised R&D expenses ③	Accrued interest allocated to R&D expenses ④	Subtotal (①+②+③ +④)				
a. Direct costs	Cash									
	In kind									
	Subtotal									
1) Labor costs	Cash									
	In kind									
2) Student labor costs	Cash									
	In kind									
3) Research facilities and equipment costs	Cash									
	In kind									
4) Research material costs	Cash									
	In kind									
	In kind									
5) International joint R&D expenses	Cash									
	In kind									
6) R&D contribution expenses	Cash									
	In kind									
7) Research activity expenses	Cash									
	In kind									
8) Research allowances	Cash									
	In kind									
b. Indirect costs	Cash									
	In kind									
	Subtotal									
Total	Cash									
	In kind									
	Total									

\* The planned and actual R&D expenses shall be written down as the aggregate amount of the planned and used amount of R&D expenses for the principal R&D institute, joint research institutes, and entrusted research institutes combined.

### 2. Statement of Use of Accrued Interest

(Unit: KRW)

	Amount generated (A)	Purpose for use	Amount used (B)	Remaining balance (A-B)
Interest accrued during R&D period				
Interest accrued after R&D period				

### 3. Statement of Returned Amounts

(Units: KRW, %)

Returned R&D advance	Returned accrued interest			Total returned amount (C+E)
Reason for return	Cash	In kind	Subtotal	
Unused balance				During R&D period
Disallowable expenditures				After R&D period
Subtotal (A)				Subtotal (D)
Government share ratio (B)				Government share ratio (B)
Government share amount (C=A×B)				Government share amount (E=D×B)

## &lt; Attachment &gt;

Requirements of central administrative agency	Attachments
1.	1)
	2)
2.	1)
	2)

## How to Complete the Tables (This guide does not need to be included in the submission)

\* <Comparison of the R&D Institute's Actual R&D Expenses against the Planned R&D Expenses> shall be prepared based on the total R&D expenses of the R&D institute, whereas <Comparison of the R&D Project's Actual R&D Expenses against the Planned R&D Expenses> shall be prepared based on the total R&D expenses of the R&D project, and filled out only by the principal research institute. (If the R&D project is divided into phases, the table shall be prepared based on the R&D expenses of the respective phase.)

## 1. Statement of Actual R&amp;D Expenses

- 1) Carried-over amount from previous phase: if the R&D project is divided into phases, write down the amount agreed to be included in the subsequent phase when reporting the actual R&D expenses during the previous phase.
- 2) Originally planned R&D expenses: write down the amount of planned R&D expenses by purpose as specified in the R&D plan at the time of agreement execution.
- 3) Revised R&D expenses: if the R&D expense plan has changed, write down the increase or decrease for each purpose.
- 4) Accrued interest allocated to R&D expenses: write down the amount of interest accrued during the R&D period that was allocated to and used for the project.
- 5) Subtotal: write down the total amount of the carried-over amount, originally planned R&D expenses, revised R&D expenses, and the accrued interest allocated to R&D expenses.
- 6) Amount used: write down the amount of R&D expenses actually used.
- 7) Remaining balance: write down the amount of R&D expenses remaining by subtracting the amount used from the subtotal.
- 8) Utilization rate: write down the ratio of the amount used to the subtotal.
- 9) Carried-over amount to next phase: If the R&D project is divided into phases, write down the amount to be included in the next phase R&D expenses.

## 2. Statement of Use of Accrued Interest

- 1) Accrued interest during R&D period: write down the amount of interest accrued during the R&D period.
- 2) Accrued interest after R&D period: write down the amount of interest accrued after the R&D period ended but before reporting the actual R&D expenses.
- 3) Purpose for use: select and write down one of the following categories:
  - (1) Allocated to R&D expenses as a portion of accrued interest pursuant to Item 2(d): Allocated to project
  - (2) Reinvested in other R&D projects: Reinvested in research
  - (3) Used to strengthen capabilities for support, protection, and utilization of R&D achievements: Utilized for achievements, etc.
  - (4) Used for other purposes approved by the head of the central administrative agency: Other
  - (5) Returned to the national treasury: Returned to treasury

## 3. Statement of Returned Amounts

- 1) Returned R&D expenses
  - (1) Unused balance: write down the remaining amount at the time the R&D project ends or is terminated. (If the R&D project is divided into phases, exclude both the amount remaining at the time the phase ends or is terminated and the amount intended to be carried forward to the next phase.)
  - (2) Disallowed expenditures: write down the amount deemed to have violated the purposes of the R&D expense or the criteria during the institute's internal settlement process.
- 2) Returned accrued interest: write down the amount of interest accrued during or after the R&D period that is to be returned (amount corresponding to the treasury return pursuant to Item 3(c)5).
- 3) Government share ratio
  - (1) Cash: write down the ratio of government funding within the cash portion of the R&D expenses.
  - (2) In-kind: Set the government share ratio to 100%. (If the in-kind contribution amount of the R&D institute is less than the in-kind contribution amount specified in the agreement, the shortfall shall be recovered in cash.)

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## 의신청서(영문)

국가연구개발혁신법 시행규칙 [별지 제8호서식]

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## Petition for Review

Type of evaluation	<input type="checkbox"/> Selection evaluation <input type="checkbox"/> Phase evaluation	<input type="checkbox"/> Special evaluation <input type="checkbox"/> Final evaluation	
Program name			
Sub-program name (if applicable)			
R&D project name		R&D project no.	
Principal R&D institute name	Research director		
R&D period	Total	Notification date of evaluation result	
	Relevan t phase (if applica ble)		
Petitioner	Name or R&D institute name	Phone	
	Affiliati on (if applica ble)	Email	
Subject and details of petition			
Summary and reason for petition			

I hereby raise an objection to the evaluation result as above and respectfully request your review of the above matters.

Attachments:

One copy of the notified evaluation result report  
One copy of the official petition letter

[Date]

Petitioner: (Seal)

**Attention: Head of the Central Administrative Agency**

How to Complete the Cover Page (This guide does not need to be included in the submission)

1. Category: check [✓], as applicable, selection evaluation, special evaluation, phase evaluation, or final evaluation.
2. Program name: write down the program name of the relevant R&D project (not required to be filled out by the researcher).
3. Sub-program name: write down the sub-program name of the relevant R&D project (not required to be filled out by the researcher).
4. R&D project name: write down the name of the R&D project conducted by the R&D institute.
5. R&D project no.: write down the number assigned to each R&D project through the integrated information system (not required to be filled out by the researcher).
6. R&D period:
  - 1) Total: write down the total period of the R&D project.
  - 2) Relevant phase: If the project is divided into phases, write down the period for the relevant phase.
7. Notification date of evaluation result: write down the date when the evaluation result was published in the integrated information system.
8. Petitioner: write down the name of the individual or R&D institute filing the petition, along with a reachable phone number, email address, and home or office address.
9. Subject and details of petition: write down the subject and specific details of the petition.
10. Summary and reason for petition: write down the detailed grounds for the petition and list the titles or names of supporting evidence and materials.



## 연구개발과제 변경 및 중단 요청서(영문)

국가연구개발혁신법 시행규칙 [별지 제9호서식]

1 / 2

## Request for Changes to or Termination of R&amp;D Project

Program name					
Sub-program name (if applicable)					
R&D project name				R&D project no.	
Principal R&D institute name				Research director	
Joint R&D institute name					
Non-R&D institute name					
R&D period	Total				
	Relevan t phase (if applica ble)				
Filed by	Individ ual's name or R&D institute name	Affiliation (if applicable)		Email	
		Phone		Postal address (home or office)	
Reason for request	Category	[ ] Changes in R&D environment or early achievement of project goals, making continued performance unnecessary [ ] Continuation of R&D project is impossible			
	Details				
Requested action		Project termination [ ] / Project change [ ]			
Change to R&D project (not to be completed if requesting termination)	Categ ory	[ ] Change in R&D goals	[ ] Change of R&D institute		[ ] Change of research director
		[ ] Change in R&D expenses	[ ] Change in R&D period		
Detail ls	Before change	After change			

I hereby request the above change(s) to, or termination of, the R&D project as above and respectfully request your review.

[Date]

Filed by:

(Seal)

### How to Complete the Cover Page (This guide does not need to be included in the submission)

1. Security rating: mark [✓] beside 'Classified' if it falls within classified tasks as defined in Article 21(2) of the *National Research and Development Innovation Act*; otherwise, mark [✓] beside 'General' (does not need to be filled out directly by the researchers).
2. Name of central administrative agency: write down the name of the central administrative agency which announced the R&D project (if there is more than one relevant central administrative agency, write down the names of all relevant central administrative agencies; this does not need to be filled out directly by the researchers).
3. Name of specialized institute: write down the name of the specialized institute managing the R&D project (does not need to be filled out directly by the researchers).
4. Program name: write down the relevant program name of the R&D project (does not need to be filled out directly by the researchers).
5. **Joint R&D institute name:** write down the name of the institute jointly performing the R&D project with the principal R&D institute in accordance with the provisions of the agreement.
6. Non-R&D institute name: write down the name of any institute that does not directly conduct R&D but provides financial support or participates in the utilization of R&D achievements.
7. R&D period:
  - 1) Total: write down the total period of the R&D project.
  - 2) Relevant phase: If the R&D project is divided into phases, write down the period of the relevant phase.
8. Filed by: write down the name of the individual or institute submitting the request for change or termination, along with a reachable phone number, email address, and home or office address.
9. Reason for request: check [✓] the applicable reason for change or termination, and describe the specific details. (If necessary, list the titles or names of supporting evidence or documents.)
10. Requested action: check [✓] project termination or project change, as applicable.
11. Changes to R&D project: If requesting changes, check [✓], as applicable, change in R&D goals, institute, research director, R&D expenses, or R&D period, and describe the details before and after the change. (Not to be completed if requesting termination)

## 11Q

## 비밀유지협약서(NDA) 샘플(영문)

- ▶ (개념) 비밀유지협약((Non-Disclosure Agreement, NDA)은 업무상 타 기관과 상호 제공하는 정보의 용도 외 사용 금지 및 제 3자 제공 제한 등의 비밀 유지에 대한 협약
- ▶ (주요내용) 비밀정보의 범위, 비밀정보의 용도, 비밀유지 의무, 비밀정보 관련 권리의 귀속, 위반 시 손해배상책임 관련 등을 주요 내용으로 함

[예시] 비밀유지협약서(국내기관용)<sup>1)</sup>

## 비밀유지협약서(예시)

**제1조 (목적)** 본 협약은 OOO 목적을 달성하기 위하여, 00000 협력(계약)을 협상(체결)하기에 앞서 000연구원(소재지 : 00000)과 000 주식회사(소재지 : 00000)가 상호 비밀로 보유하고 있는 정보를 교환함에 필요한 사항을 규정함을 목적으로 한다.

**제2조 (비밀정보의 정의)** ① 본 협약에서 '비밀정보'라 함은 본 협약의 양 당사자가 각 보유하고 있는 기술상 또는 경영상의 정보로서, 인쇄물이나 컴퓨터파일 등의 형태로 제공되는 경우뿐만 아니라 구두 또는 열람 허용 등 무형적인 방법으로 상대방에게 제공되는 경우를 포함한 일체의 정보를 의미한다.

② 정보를 제공하는 자(이하 "제공자")가 위 정보가 담긴 매체에 '비밀', '대외비', 'confidential', 'proprietary' 또는 이와 유사한 표현으로 비밀임을 표시하였거나, 구두로 제공되는 등의 이유로 비밀임을 표시하기 어려운 경우 제공자가 제공한 정보의 내용을 요약한 서면에 비밀정보임을 표시하여 정보를 수령하는 자(이하 "수령자")에게 고지한 경우에는, 해당 정보는 비밀정보로 간주한다.

③ 제2항에 따라 비밀임을 표시하지 않은 경우에도, 공연히 알려져 있지 않은 정보로서 제공자를 통하여 않고서는 취득하기 어려운 정보임을 객관적으로 수령자가 명백히 알 수 있는 정보는 비밀정보에 해당된다.

④ 전 3항에도 불구하고, 수령자가 다음 각호의 1에 해당함을 객관적인 서류에 의하여 합리적으로 설명할 수 있는 경우에는 비밀정보에 해당하지 않는다.

1. 수령자의 본 협약 위반 또는 기타 귀책사유 없이 공연히 알려진 정보
2. 수령자가 제공자에 대하여 비밀유지 의무를 부담하지 않는 제3자로부터 적법하게 취득한 정보
3. 수령자가 본 협약에 따라 제공자로부터 지득하기 전에 이미 알고 있던 정보

1) NST, 2023년 출연(연) 국제협력 가이드북, 125면.

**제3조 (제공자의 의무)** 제공자는 수령자에게 특정 비밀정보를 제공하여야 하는 의무를 부담하지 않으며, 특정 비밀정보를 제공할 것인지 여부는 제공자가 본 협약의 목적을 고려하여 합리적인 재량에 따라 판단하는 바에 따른다.

**제4조 (비밀유지 의무)** ① 수령자는 제공자의 사전 서면 동의 없이는 비밀정보를 제3자(수령자의 계열사나 협력업체를 포함)에게 제공하거나 열람·사용하게 할 수 없다.

② 수령자는 제공자의 비밀정보를 취급·관리함에 있어 자신의 비밀정보에 대한 것과 동등한 수준 이상의 주의를 기울여야 하며, 위 주의는 최소한 동종 업계에서 합리적으로 통용되는 수준이어야 한다.

③ 수령자는 제공자의 사전 동의 없이는 비밀정보를 본 협약에서 정한 목적 외의 용도로 사용할 수 없으며, 본 협약의 목적을 위해 필요한 범위를 넘어 제공된 비밀정보로부터 다른 정보를 지득하기 위한 분석 행위를 하여서는 안된다.

④ 수령자는 그 임원 및 종업원이라고 하더라도 본 협약의 목적을 위하여 그 직무상 비밀정보를 취급하여야 할 필요가 있는 자 외에는 비밀정보에 접근할 수 없도록 필요한 조치를 취하여야 한다.

⑤ 수령자는 비밀정보를 취급하는 임원 및 종업원에 대하여 서면 협약에 의하여 본 협약에서 정한 수준 이상의 비밀유지 의무를 부과하여야 한다.

**제5조 (비밀공개)** ① 수령자가 본 협약의 목적을 달성하기 위하여 비밀정보를 제3자에게 제공하여야 할 필요가 있는 경우, 수령자는 다음 각호의 요건을 충족하여야 한다.

1. 제공자의 사전 서면 승낙을 받을 것

2. 비밀정보를 제공하고자 하는 제3자에게 본 협약의 제4조에서 정한 수준 이상의 비밀유지 의무를 부과하고 이를 확인할 수 있는 자료를 제공자에게 제출할 것

3. 위 제3자와의 비밀유지 협약에서, 제공되는 정보에 대한 권리가 제공자에게 있으며, 이로부터 파생되는 특허권 기타 모든 권리는 제공자에게 귀속함을 명시하고 이를 확인할 수 있는 자료를 제공자에게 제출할 것

4. 제3자가 비밀유지 의무를 위반할 경우 제공자에게 법적 책임을 부담할 것임을 확약시키고 이를 확인할 수 있는 자료를 제공자에게 제출할 것

② 수령자가 제1항의 의무를 이행하지 않은 상태에서 제3자의 행위로 인하여 제공자에게 손해가 발생한다면, 수령자는 위 제3자와 연대하여 제공자에 대하여 그 손해를 배상할 책임을 진다.

**제6조 (예외)** ① 수령자는 법령 또는 법원·정부의 명령에 의하여 비밀정보를 제공하여야 할 경우, 제공자가 비밀정보를 보호하기 위하여 필요한 조치를 취할 수 있도록 하기 위하여 사전에 지체 없이 그 사실을 제공자에게 통지하여야 한다.

② 수령자는 제1항에 따라 정보를 제공받게 되는 자에 대하여 비밀정보에 대한 비밀유지의 필요성에 대해 고지하고, 해당 비밀정보가 비밀로 유지될 수 있도록 합리적인 노력을 기울여야 한다.

③ 수령자는 제1항에 따라 비밀정보를 제3자에게 제공하는 경우 제공되는 비밀정보의 범위를 법령에서 요구되는 최소한도로 제한하여야 한다.

**제7조 (자료 파기 의무)** 제공자의 요구가 있는 날로부터 (10)일 이내에, 수령자는 제공자의 선택에 따라 본 협약에 따른 비밀정보가 담긴 모든 자료를 제공자에게 반환하거나 이를 파기하고 그 파기 사실을 확인하는 확인서를 제공자에게 제공하여야 한다.

**제8조 (권리 유보)** ① 별도의 협약이 없는 한, 본 협약에 따라 비밀정보가 제공되는 경우에도 양 당사자는 상대방에게 이에 관련된 기술에 대한 실시를 허락하거나 기타 비밀정보에 관한 어떠한 권리를 부여하는 것이 아니며, 각 당사자는 자신의 비밀정보에 대하여 특허를 받을 권리 기타 비밀정보에 관한 일체의 권리를 보유한다.

② 본 협약은 어떤 경우에도 양 당사자가 후속 계약을 체결하여야 할 의무 기타 본 협약에서 정한 외의 상호간 권리의무를 발생시키지 아니하며, 각 당사자가 제3자와 다른 계약을 체결하는 것을 제한하지 아니한다.

**제9조 (보증의 범위)** ① 제공자는 수령자에게 제공하는 비밀정보에 대하여 적법하게 이를 제공할 권한이 있음을 보증한다. 이에 관하여 제3자의 권리 침해 주장이 있을 경우, 수령자는 지체 없이 제공자에게 그 사실을 통지하여야 한다. 제공자는 수령자로부터 이러한 통지를 받고, 제3자와의 분쟁을 해결하기 위한 모든 권한을 수령자로부터 위임 받은 경우에 한하여 자신의 비용으로 수령자를 위 주장으로부터 방어하고 면책시킬 의무를 부담한다.

② 제공자는 비밀정보를 수령자에게 제공할 당시 제공자가 보유하고 있는 상태대로 제공할 뿐, 본 협약에 따라 제공되는 비밀정보가 수령자가 의도하는 용도에 부합하거나 상업적 가치가 있거나 정확함을 보증하지는 않는다.

**제10조 (양도불가)** 각 당사자는 상대방의 사전 서면 동의 없이는 본 협약 상의 지위를 제3자에게 양도할 수 없다.

**제11조 (권리포기 제한)** 제공자가 본 협약과 관련한 권리의 행사를 지체하더라도 이는 제공자의 권리를 포기한 것으로 간주되지 않는다.

**제12조 (협약의 종료 및 해지)** ① 본 협약은 제1조에서의 [관련 업무]가 성공적으로 달성되거나 중도에 포기하기로 양 당사자가 서면으로 합의하는 경우 종료된다.

② 각 당사자는 타방 당사자가 본 협약의 이행사항을 불이행하거나 위반하는 경우 이에 대한 시정을 서면으로 요구할 수 있으며, 서면 통보 후 7영업일 이내에 불이행 또는 위반사항을 시정하지 않을 경우에는 동 기간만료로서 본 협약은 즉시 해지되는 것으로 하며, 이로 인하여 발생하는 모든 손해를 배상하여야 한다.

③ 제2항에도 불구하고, 다음 각 호의 1에 해당하는 사유가 있을 경우, 일방 당사자는 타방 당사자에게 서면으로 사전에 통지하고 본 협약을 해지 및 해제할 수 있다.

- i) 중요재산에 대한 압류, 가압류, 가처분, 강제집행, 경매 및 공매 등의 신청을 받거나 체납처분의 착수가 있는 경우
- ii) 법원의 해산명령 또는 해산판결이 있거나 법원에 해산신청 또는 채무자 회생 및 파산에 관한 법률에 따른 파산절차, 회생절차의 신청이 있거나 기업구조조정 촉진 법상 부실징후 기업으로 지정된 때 또는 이와 유사한 절차가 개시되어 더 이상 본 협약의 목적을 달성할 수 없게 된 때
- iii) 조세공과금에 관하여 납기 전 납부고지서를 받거나, 어음교환소의 거래정지 처분이 있는 경우
- iv) 행정기관으로부터의 허가취소, 고발 등으로 영업활동이 불가능하거나 자진 폐업, 휴업하는 경우나 관계법령을 위반하는 경우
- v) 자신이 발행 또는 인수하거나, 자기의 계산으로 제3자의 명의로 발행하고 자신이 보증 또는 배서한 어음수표의 부도의 경우
- vi) 해산 또는 영업의 전부나 중요한 일부가 양도되는 경우
- vii) 기타 본 협약상의 의무를 이행할 능력이나 이행할 의사가 없다고 인정할 만한 객관적인 사실이 있을 경우

**제13조 (존속조항)** 본 협약에 따른 수령자의 의무 중 제5조, 제6조, 제7조, 제10조의 의무는 본 협약체결일로부터 본 협약종료일 후 5년 동안 계속되며, 제공자의 의무는 본 협약체결일로부터 본 협약종료일까지 유효하다.

양 당사자는 본 협약을 증명하기 위하여 협약서 2부를 작성하여 기명·날인한 후 각각 1부씩 보관한다.

0000년 00월 00일

00 연구원

[주소]

대표이사 [성명] 날인

00000 주식회사

[주소]

대표이사 [성명] 날인

[예시] 비밀유지협약서(해외기관용)<sup>2)</sup>**NON-DISCLOSURE AGREEMENT (NDA)****ON [ ] BETWEEN 000 AND [ ]**

This Non-Disclosure Agreement (the "Agreement"), dated and effective as of \_\_\_\_\_(the "Effective Date"), is made and entered into by and between [Legal Name of Individual or Company], having its principal place of business at \*\*\*, and the Korea 000 Research Institute (000), having its principal place of business at 989-111 Daedeokdaero, Yuseong-gu, Daejeon 34057, Republic of Korea.

The objective of this Agreement is to define the terms and conditions for cooperation between the parties in the fields of \*\*\*

The parties agree as follows:

### 1. DEFINITIONS

1.1 "Confidential Information" means any trade secrets or other information of the Discloser that is not generally available to the public, whether of a technical, business, or other nature (including, without limitation, information relating to the Discloser's technology, software, products, services, designs, methodologies, business plans, finances, marketing plans, customers, prospects or other affairs), that is disclosed to the Recipient during the Term and that the Recipient knows or has reason to know is confidential, proprietary, or trade secret information of the Discloser. Confidential Information also includes any information that has been made available to the Discloser by third parties that the Discloser is obligated to keep confidential. Confidential Information does not include any information that : (a) is or was acquired by the Recipient from a third party and is not subject to an unexpired obligation to such third party restricting the Recipient's use or disclosure thereof; (b) is independently developed by the Recipient without reliance upon or use of any of the Confidential Information; or (c) is or has become generally publicly available through no fault or action of the Recipient.

2) NST, 2023년 출연(연) 국제협력 가이드북, 129면.

1.2 "Confidential Materials" means any document, data, manual, writing or other tangible item that contains any Confidential Information, whether in printed, handwritten, coded, magnetic, or other form and whether delivered by the Discloser or made by the Recipient.

1.3 "Discloser" means a party that discloses any of its Confidential Information to the other party under this Agreement.

1.4 "Recipient" means a party that receives any Confidential Information from the other party under this Agreement.

1.5 "Term" means the period beginning with the Effective Date and ending ten (10) days after either party gives the other written notice of termination.

## 2. CONFIDENTIALITY

2.1 Confidential Information and Confidential Materials are made available to the Recipient solely for the purpose of pursuing a business relationship between the parties. The Recipient will not use, disclose, disseminate, or distribute any Confidential Information or Confidential Materials for any other purpose without the prior written consent of the Discloser. Without limitation of the foregoing, the Recipient will not use any Confidential Information or Confidential Materials to design, develop, provide, or market any product or service that would compete with any product or service of the Discloser.

2.2 The Recipient will protect any Confidential Information and Confidential Materials from any unauthorized use, disclosure, copying, dissemination, or distribution. Without limitation of the foregoing, the Recipient will : (a) make the Confidential Information and Confidential Materials available only to those of its employees, agents, and other representatives who have a need to know the same for the purpose specified in paragraph 2.1, who have been informed that the Confidential Information and Confidential Materials belong to the Discloser and are subject to this Agreement, and who have agreed or are otherwise obligated to comply with this Agreement; (b) not disclose the Confidential Information to any third party; (c) make or copy the Confidential Materials only as reasonably required for the purpose specified in paragraph 2.1; (d) not deliver, distribute, display, demonstrate, or otherwise make available the Confidential Materials to any third party except as provided in clause (a) above; (e) not reverse engineer, decompile, or disassemble any computer program included in such Confidential Materials, except to the extent permitted by law; and (f) not remove or obliterate

markings (if any) on Confidential Information indicating its proprietary or confidential nature.

2.3 Notwithstanding paragraph 2.2, the Recipient may disclose or produce any Confidential Information or Confidential Materials if and to the extent required by any discovery request, subpoena, court order, or governmental action, provided that the Recipient gives the Discloser reasonable advance notice of the same (e.g., so as to afford the Discloser a reasonable opportunity to appear, object, and obtain a protective order or other appropriate relief regarding such disclosure).

2.4 All Confidential Information and Confidential Materials are the property of the Discloser. This Agreement will not be interpreted or construed as granting any license or other right under any patent, copyright, trademark, trade-secret, or other proprietary right. The Recipient will hold all Confidential Materials in trust for the Discloser and will promptly destroy them or deliver them to the Discloser upon the earlier of Discloser's request or when they are no longer needed for the purpose described in paragraph 2.1. Upon the Discloser's request, the Recipient will certify in writing its destruction of such Confidential Materials.

2.5 The Recipient will comply with any and all applicable laws relating to the use, disclosure, copying, dissemination, and distribution of any Confidential Information or Confidential Materials (including, but not limited to, any and all laws relating to the Discloser's proprietary rights or the export of any technical data included in such Confidential Information).

2.6 The Recipient will not make any derogatory or disparaging comments to the press or any individual or entity regarding the Discloser, its business or any of its activities or the activities of the individuals associated with the Discloser or any other person among the foregoing parties, entities, or individuals associated with the Discloser with whom the Recipient has had dealings, observations, or relationships.

### 3. MISCELLANEOUS

3.1 The Discloser does not make any other representation or warranty, express or implied, with regard to any Confidential Information and Confidential Materials. Without limitation of the foregoing, the Confidential Information and Confidential Materials are made available under this Agreement "AS IS," with all defects, errors, and deficiencies, and without any representation or warranty as to

completeness or accuracy.

3.2 The Recipient agrees to comply with all Export Control Laws. The Recipient shall not export, reexport, transfer or retransfer, directly or indirectly, any Confidential Information or Confidential Materials. The Recipient shall not disclose or furnish Confidential Information or Confidential Materials to any Foreign Nationals or third party, absent written approval by the Discloser.

3.3 The Recipient's obligations with respect to any Confidential Information and Confidential Materials will survive the expiration of the Term.

3.4 In the event of any breach of this Agreement, the Discloser may suffer irreparable harm and have no adequate remedy at law. In such event or the threat of any such event, the Discloser will be entitled (in addition to any and all other remedies) to injunctive relief, specific performance and other equitable remedies without proof of monetary damages or the inadequacy of other remedies.

3.5 This Agreement shall be governed by and construed under the laws of the Republic of Korea without reference to its choice of law principles. Each party hereby irrevocably consents to the jurisdiction and venue of the Seoul Central District Court of Korea with regard to any action concerning this Agreement.

3.6 This Agreement will not be construed to create an obligation by either party to enter into a contract, subcontract, or other business relationship.

3.7 This Agreement may not be amended, except in writing and signed by both parties.

FOR AND ON BEHALF OF THE KOREA ATOMIC ENERGY RESEARCH INSTITUTE

Name :

Title :

Place :

Date :

Signature:

[LEGAL NAME OF INDIVIDUAL OR COMPANY]

Name :

Title :

Place :

Date :

Signature:

Sample

12Q 보안서약서 샘플(영문)<sup>3)</sup>

## 보안서약서

### 보안서약서(연구개발기관용)

본인은 “\_\_\_\_\_”과제 개발의 일원으로 참여하면서 다음 사항을 준수할 것을 서약합니다.

1. 본 과제를 수행하는 과정에서 알 수 있었던 비밀에 대해 과제 수행 중은 물론 종료 후에도 연구개발기관장 또는 전문기관장의 허락 없이 자신 또는 제3자를 위하여 사용하지 않는다.
2. 본 과제 추진성과가 적법하게 공개된 경우라고 하여도 미공개 부문에 대해서는 제1항에서와 같이 반드시 비밀유지 의무를 부담한다.
3. 본 과제가 완료되거나 과제를 수행할 수 없게 된 경우, 그 시점에서 본인이 보유하고 있는 기밀을 포함한 관련 자료를 즉시 연구책임자에게 반납하며 제1항 및 제2항에서와 같이 비밀유지 의무를 부담한다.
4. 또한 퇴직시 본인은 직무상 지득한 핵심기술 및 정보, 과학기술정보 관련 제반 비밀 사항 및 중요 기술비밀을 퇴직 후에도 일체 누설하지 않는다.
5. 상기 사항을 위반할 경우 본인은 00부 연구개발사업의 참여제한 및 관련 법률에 따른 민·형사상 책임을 질 것을 서약합니다.

서약인 성명 : (인)

0000. 00. 00.

○○○ 귀하

3) 국가연구개발사업 보안대책(시행 2023.11.20.) 별지 제1호 서식.

## Non-Disclosure Agreement

### Non-Disclosure Agreement (For Research and Development Institute)- Sample

I hereby pledge to adhere to the following rules and regulations for the duration of my participation in the ----- project development work.

1. I shall not make use of any confidential information in the undertaking of this project, nor after its completion, on behalf of either myself or a third party, without the express approval of the head of the R&D institute, or the head of the relevant specialized agency.
2. Even in cases where project outcomes are legitimately disclosed, I shall remain bound by the non-disclosure obligations for those disclosures, as prescribed in Paragraph 1.
3. In a case where my involvement in the project ends, or it becomes untenable to continue my participation, any and all relevant materials which include but are not limited to the confidential information I possess, shall be immediately returned to the person in charge of the research and I commit to remain bound by the non-disclosure obligations as prescribed in Paragraph 1 and Paragraph 2.
4. In the event of my retirement, I shall not thereafter disclose or share any confidential or fundamental information pertaining to core technology and related functions, and/or other science and technology knowledge or materials acquired in the course of the work.
5. In the event of violating the foregoing, I hereby indicate my acceptance of curtailed participation in R&D projects at the Ministry of OOO, and assent to being held liable for civil and criminal charges under relevant laws and regulations.

Name : (Signature)

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To OOO

13Q 연구윤리 준수 서약서 샘플(영문)<sup>4)</sup>**연구윤리 준수 서약서**

본인은 연구 사업에 참여하는 동안 연구과제 목표 달성을 위해 최선을 다하고, 관련 규정과 지침이 정하는 절차와 방법에 따라 연구를 수행하겠으며, 다음 각 호의 내용을 충실히 따를 것을 서약합니다.

- 「국가연구개발혁신법 시행령」에 따른 연구수행 과정에서의 부정행위(위조/변조/표절 등) 방지 노력, 연구비 사용 관련 규정 숙지 및 준수, 연구노트의 작성 및 관리
- 「생명윤리법」에 관계된 인간대상연구 수행 시 관련법 준수
- 「실험동물에 관한 법률」에 관계된 동물실험연구 수행 시 관련법 준수
- 이 외 연구개발과 관련된 법과 규정 등
- 올바른 연구수행을 위한 교육 참여(참여연구원) 및 지원(연구책임자)

또한, 인건비를 비롯한 연구비를 관련 규정을 준수하여 사용하겠으며 연구개발 이외의 용도로 사용할 경우 연구참여제한, 연구비환수, 제재부가금 등의 행정처분뿐만 아니라 형법 제347조(사기) 및 동법 제356조(업무상의 횡령과 배임)에 따른 수사의뢰, 형사고발 등의 조치를 받을 수도 있음을 인지하고 있습니다.

년 월 일				
구분	성명 (대표자)	생년월일 (사업자등록번호)	소속 (법인명·상호)	서명 (직인)
주관연구기관 (법인사업자/ 개인사업자)		(000-00-00000)		
연구책임자		YYYY.MM.DD (000-00-00000)		
참여연구원				

**작성요령(제출시 삭제)**

- 주관연구책임자 및 참여기관 책임자 등 과제 참여하는 모든 연구원을 기재하여야 함.(외국인 연구자 포함)
- 서명란에는 본인이 직접 서명하여야 함
- 참여연구원 1명 당 1장의 확인서를 날인하거나, 참여연구원 모두가 1장의 확인서에 날인하는 것 중 선택 가능하며, 수행기관별로 제출 가능

4) 과기정통부, 2023년 한-독일 글로벌 인재양성 플랫폼 사업(기타증빙양식).

## Pledge of Compliance with Research Ethics

During my participation in the research program, I solemnly pledge to strive towards attainment of the research project's objectives. I commit to conducting the research in strict accordance with the procedures and methodologies specified by the relevant regulations and guidelines, and hereby undertake to faithfully adhere to the following:

1. I will work diligently to prevent any fraudulent activities (forgery, alteration, plagiarism, etc.) during the research process in compliance with the *Enforcement Decree of the National Research and Development Innovation Act*. Additionally, I will familiarize myself with and adhere to regulations governing the use of research funds and ensure the proper preparation and management of research notes.
2. When conducting research involving human subjects related to the *Bioethics and Safety Act*, I will adhere to all applicable laws.
3. When conducting research involving animal experiments related to the *Laboratory Animal Act*, I will adhere to all applicable laws.
4. I will observe all other laws and regulations pertinent to research and development.
5. I will participate in training (for participating researchers) and provide support (as a research director) to ensure the proper conduct of research.

Furthermore, I pledge to utilize research funds, including funding for labor costs, in strict accordance with the relevant regulations. I acknowledge that any misuse of these funds for purposes other than research and development may result in administrative dispositions such as restrictions on research participation, research funding clawback, additional monetary sanctions, as well as reporting for investigation and criminal complaint filing under Article 347(Fraud) and Article 356(Occupational Embezzlement, Occupational Breach of Trust) of the *Criminal Act*.

[Date]

Classification	Name (Representative)	Date of birth (Corporate registration no.)	Affiliation (Legal entity name, trade name)	Signature (Official seal)
Principal research institute (corporate entity / sole proprietorship)		(000-00-0000)		
Research director		YYYY.MM.DD (000-00-0000)		
Participating researchers				

### Instructions for Completion (to be deleted when submitted)

- List all researchers participating in the project, including the principal research director and the directors of participating institutions (including foreign researchers).
- Each researcher should personally sign the signature section.
- Participating researchers have the option to either individually sign one Confirmation Form each or collectively sign a single Confirmation Form, which can then be submitted by each executing institution.

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Q 국가연구개발사업 평가위원 청렴·윤리 실천 서약서 샘플(영문)<sup>5)</sup>

## 국가연구개발사업 평가위원 청렴 · 윤리 실천 서약서

본인은 \_\_\_\_\_사업의 \_\_\_\_\_과제평가단 위원으로서, 전문적이고 공정한 평가를 다짐하면서 다음과 같이 서약합니다.

하나. 나는 해당 분야 최고의 전문가로서 법과 원칙에 따라 전문적이고 공정한 평가를 실시하고 성실하게 질의와 답변을 한다. 또한, 규정에 따른 평가 내용 녹취 및 평가 결과 공표 시 평가위원 명단 공개에 동의한다.

하나. 나는 평가 대상자 및 기관, 평가 대상 과제와 사적 이해관계가 있을 경우, 이를 분명히 밝히고 평가에 참여하지 않는다. 또한 평가 대상 기관의 임직원과 신분상의 이해관계가 없고, 주식을 비롯한 유가증권 보유 등 재산상 이해관계도 없음을 확인한다.

하나. 나는 평가위원으로서 평가 과정에서 부당한 사적 이익을 추구하지 않으며 어떠한 경우에도 명예와 품위를 지킨다.

하나. 나는 평가과정에서 평가 대상 기관과 발표자를 존중하며, 이들의 명예나 자존감을 훼손할 만한 일체의 말과 행동을 하지 않는다.

하나. 나는 평가수행을 통해 평가 대상 과제가 최고의 성과가 창출될 수 있도록 전문적인 질의·답변과 의견을 제공하기 위해 최선을 다한다.

하나. 나는 본 연구개발과제의 평가과정에서 알 수 있었던 연구기밀, 연구과제 정보, 연구책임자, 평가 점수 및 기타 평가주관 기관의 장이 비밀을 요하는 사항에 대해 평가 중은 물론 평가 종료 후에도 외부에 누설하지 않으며 해당 정보를 자산 또는 제3자를 위하여 사용하지 않는다.

상기 사항을 위반할 경우 평가위원 자격 박탈은 물론, 동 평가행위에 따른 제재와 손해배상, 민·형 사상의 책임도 감수한다.

0000 . 00 . 00

소속기관명 :

성       명 :

(전자) 서명

5) 국가연구개발혁신법 매뉴얼 양식.

**Pledge of Integrity and Ethics for  
National R&D Program Evaluation Committee Members**

As a member of the Evaluation Committee for [Project Name] under [Program Name], I hereby pledge that my evaluation(s) will be professional and impartial as outlined below:

1. As a leading expert in the relevant field, I commit to conducting evaluations professionally and impartially, adhering to the relevant laws and principles. I pledge to ask questions and provide answers in a sincere manner. I also consent to the recording of evaluation proceedings pursuant to the relevant regulations, and to disclosure of the list of Evaluation Committee members' names upon release of evaluation results.
1. In the event of any personal relationship of interest with individuals, entities, or projects under evaluation, I will transparently disclose such relationships and abstain from participating in the evaluation. I affirm that I have no personal relationships of interest with executives or employees of entities under evaluation, nor do I hold any financial interests, such as stocks or securities.
1. As an Evaluation Committee member, I pledge not to pursue any improper personal interests during the evaluation process and to uphold honor and integrity under all circumstances.
1. I pledge to show respect towards entities under evaluation and their presenters throughout the evaluation process, refraining from making any statements or engaging in any actions that may damage their reputation or be reasonably construed as a personal attack.
1. I will endeavor to the utmost to engage in questions and answers and present opinions in a professional manner, so that the projects under evaluation can produce the best possible outcomes through the evaluation process.
1. I pledge not to disclose, during the evaluation process or thereafter, any confidential information related to the research, the research project, the research director, evaluation scores, or any other matters deemed confidential by the entity responsible for the evaluation, which I may learn during the process of evaluating R&D projects, and I will neither utilize nor share such information with any third party.

In the event of any breach of the aforementioned commitments, I understand that I will not only face disqualification from the Evaluation Committee but also be subject to sanctions and held liable for damages resulting from such breaches. Furthermore, I understand that I may be subject to civil and criminal liabilities for such breaches.

[Date]

Name of Affiliated Entity:

Name: (Electronic) Signature

\* Please fill in the following form. With this information, we will send a modest honorarium of US \$300 as a check via a ship carrier along with tracking number.

Name		Present location(Country)	
Affiliation / department		Position	
Full address*			
Telephone number			
Cell Phone number			

\*\* Or, if you want to receive remittances directly into your account, please fill out the form on the next page.

Account holder (Reviewer)	Name		Present location (Country)	
	Affiliation / department		Position	
	Address			
	Telephone number			
Bank	Name			
	Address	City :	Country :	
	Bank number (Bank Identifier Code, BIC)			
	Account number			

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Q 국가연구개발사업 통합정보시스템 업무처리 위임장 샘플(영문)

## 국가연구개발사업 통합정보시스템 업무처리 위임장(국문) (공동기관형 전용)

※ \*는 필수기재 항목이며, □ 에는 해당되는 곳에 √ 표를 합니다.

신청인 (위임인)	성명*	개인식별번호(국가연구자번호)*
	이메일*	휴대전화번호*
	소속기관명*	법인등록번호*
	소속기관 주소*	전화번호
	이메일 수신 여부  동의 <input type="checkbox"/> 미동의 <input type="checkbox"/>	
업무대행자 (피위임인)	성명*	생년월일*
	소속기관명*	법인등록번호*
	국가연구자번호	전화번호*
위임대상 연구개발과제명 (연구개발과제번호)		
위임기간	년 월 일 ~ 년 월 일	
위임내용	1. 상기의 국가연구개발사업 공고문, 협약서 또는 국제계약서에 따라 범부처통합연구 지원시스템(IRIS)에서 처리해야 하는 정보처리 업무를 업무대행자(피위임인)를 통해 처리합니다. 2. 상기의 국가연구개발사업 공고문, 협약서 또는 국제계약서에 따라 연구비통합관리 시스템(통합Ezbaro, 통합RCMS)에서 처리해야 하는 연구개발비 사용내역 등록 업무를 업무 대행자(피위임인)를 통해 처리합니다.	
<b>유의사항</b>		
1. 신청인(위임인)의 정보는 국가연구개발사업 수행을 위한 통합정보시스템(IRIS·통합Ezbaro·통합RCMS 등) 사용 목적 외에 다른 용도로 사용하거나 다른 사람 또는 기관에 제공되지 아니합니다. 2. 위임업무 수행 시 개인정보 및 과제수행정보 유출과 관련된 일체의 책임은 업무대행자(피위임인)에게 있습니다.		
상기의 위임대상 국가연구개발사업 공고문, 협약서 또는 국제계약서에 따라 위와 같이 신청합니다.		
년 월 일		
소속기관 대표자 성명 신청인		(서명 또는 인) (서명 또는 인)
<b>업무대행기관의 장 귀하</b>		
신청인 제출서류	1. 신청인 신분증(여권, 운전면허증, ID 카드 등) 사본 1부. 2. 소속기관 재직 증명서(기업, 대학, 연구소 등) 원본 1부. 3. 개인정보 수집 및 이용동의서 1부.	

## 개인정보 수집 및 이용동의서

### ( 공동기관형 전용 )

※ 「개인정보보호법」 제15조(개인정보의 수집·이용), 제22조(동의를 받는 방법)에 따라 통합정보시스템(IRIS, 통합Ezbaro, 통합RCMS 등)에서의 정보처리 또는 연구개발비 사용내역 등록 등의 업무를 수행하기 위하여 개인정보를 수집·이용하고자 합니다.

※ 아래 사항을 자세히 읽으신 후 동의 여부를 결정하여 주십시오. □에는 해당되는 곳에 √표를 합니다.

#### 1. 필수정보 수집 및 이용 동의

수집·이용 항목	수집·이용 목적	보유기간
성명(국/영문), 개인식별번호, 국가연구자번호, 주소, 이메일, 휴대전화번호, 회원인력ID, 성별, 소속기관명, 법인등록번호, 비밀번호, 이용자 ID, 국적, 생년월일	통합정보시스템(IRIS·통합Ezbaro·통합RCMS 등)에서의 정보처리 업무 수행	해당 연구개발과제 수행 및 성과관리 기간

\* 위의 개인정보 수집·이용에 대한 동의를 거부할 권리가 있으나, 동의를 거부할 경우 통합정보시스템(IRIS·통합Ezbaro·통합RCMS 등)에서의 정보처리 또는 연구개발비 사용내역 등록 등의 업무 수행이 제한될 수 있습니다.

▶ 위와 같이 필수정보를 수집·이용하는데 동의하십니까? 동의  미동의

#### 2. 선택정보 수집 및 이용 동의

수집·이용 항목	수집·이용 목적	보유기간
최종 대학명, 최종 졸업년도, 학위구분, 취득국가, 근무(활동) 기관명, 근무(활동) 부서명, 근무(활동)기간(시작·종료일), 국제 표준이름식별자(ISNI), 연구자고유 식별번호(ORCID), 이메일 수신 여부	통합정보시스템(IRIS·통합Ezbaro·통합RCMS 등)에서의 정보처리 업무 수행	해당 연구개발과제 위임기간

\* 위의 개인정보 수집·이용에 대한 동의를 거부할 권리가 있으나, 동의를 거부할 경우 통합정보시스템(IRIS·통합Ezbaro·통합RCMS 등)에서의 정보처리 또는 연구개발비 사용내역 등록 등의 업무 수행이 제한될 수 있습니다.

▶ 위와 같이 선택정보를 수집·이용하는데 동의하십니까? 동의  미동의

※ 신청인(위임인)은 통합정보시스템(IRIS·통합Ezbaro·통합RCMS 등)에서의 정보처리 또는 연구개발비 사용내역 등록 등의 업무 수행을 위해 필요한 「개인정보 수집 및 이용동의서」를 제출합니다.

년 월 일

소속기관

위임대상 국가연구개발사업명

신청인

(서명 또는 인)

업무대행기관의 장 귀하

## 【Form】 Delegation of Authority for Operation of the National R&D Program's Integrated Information System

※ Fields marked with an asterisk (\*) are required.  
Please indicate your choice with a ✓ in the  where applicable.

Applicant (Principal)	Name (Research director)*	Personal identification no. (Resident registration no., ID)*
	Email*	Mobile phone*
	Affiliated institution name*	Corporate registration no.*
	Affiliated institution address*	Phone
	Whether to receive emails Yes <input type="checkbox"/> No <input type="checkbox"/>	Whether to receive SMS Yes <input type="checkbox"/> No <input type="checkbox"/>
Agent (Delegate)	Name (Research director)*	Date of birth*
	Affiliated institution name*	Corporate registration no.*
	National researcher no.	Phone*
Name of the national R&D program to be delegated		
Delegation period	[      Date      ] – [      Date      ]	
Details to be delegated	<ol style="list-style-type: none"> <li>1. The agent (delegate) shall be responsible for tasks related to information processing required within the Integrated R&amp;D Information System (IRIS), in accordance with the agreement (or international agreement) governing the above national R&amp;D program.</li> <li>2. The agent (delegate) shall be responsible for tasks related to the registration of R&amp;D expense details required within the integrated systems for managing R&amp;D expenses (Integrated Ezbaro, Integrated RCMS) in accordance with the agreement (or international agreement) governing the above national R&amp;D program.</li> </ol>	
Note		
<ol style="list-style-type: none"> <li>1. The applicant (principal)'s information will not be used or provided to other individuals or institutions for any purpose other than those intended for the integrated information systems (IRS, Integrated Ezbaro, Integrated RCMS, etc.) used in implementation of the national R&amp;D program.</li> <li>2. The agent (delegate) shall assume full responsibility related to any leakage of personal information that may occur while performing delegated tasks.</li> </ol>		
<p>We hereby submit this application in accordance with the agreement (or international agreement) on the national R&amp;D program to be delegated.</p> <div style="text-align: right; margin-right: 100px;"> <span style="border: 1px solid black; padding: 2px;">[      Date      ]</span> </div> <div style="display: flex; justify-content: space-between; align-items: center;"> <span style="margin-right: 20px;">Representative, Affiliated Institution ( Applicant      (</span> <span style="margin-right: 20px;">Signature or official seal (Signature or official seal)</span> </div>		
Attention : Head of the Central Administrative Agency		
Documents to be submitted by the applicant	<ol style="list-style-type: none"> <li>1. One copy of the applicant's identification (passport, driver's license, ID card, etc.)</li> <li>2. One original certificate of employment from the affiliated institution (company, university, research institute, etc.)</li> <li>3. One copy of the Letter of Consent to the Collection and Use of Personal Information</li> </ol>	

## Letter of Consent to the Collection and Use of Personal Information

- ※ In accordance with Article 15 (Collection and Use of Personal Information) and Article 22 (Methods of Obtaining Consent) of the *Personal Information Protection Act*, we intend to collect and use personal information for the purpose of performing tasks such as processing information and registering details on the use of funding for R&D expenses in the integrated information systems (IRIS, Integrated Ezbaro, Integrated RCMS, etc.).
- ※ Review the following carefully before deciding whether to consent. Mark a  in  where applicable.

### 1. Consent to the Collection and Use of Required Personal Information

Information to be collected and used	Purpose for collection and use	Retention period
Name (Korean/English), personal identification no., address, email, mobile phone no., member HR ID, affiliated institution name, corporate registration no., password, user ID, nationality, date of birth	Processing information in the integrated information systems (IRIS, Integrated Ezbaro, Integrated RCMS, etc.)	Throughout implementation of the R&D project and performance management

\* You have the right to refuse consent to the collection and use of personal information above. However, refusal may result in your being restricted from performing tasks such as processing information and registering details on use of funding for R&D expenses in the integrated information systems (IRIS, Integrated Ezbaro, Integrated RCMS, etc.).

- ▶ **Do you agree to the collection and use of the required information as described above?** Yes  No

### 2. Consent to the Collection and Use of Optional Personal Information

Information to be collected and used	Purpose for collection and use	Retention period
Final university name, year of final graduation, degree type, country of degree award, final degree registration no., name of workplace, name of department, work period (start date, end date), International Standard Name Identifier (ISNI), Open Researcher and Contributor ID (ORCID), whether to receive email, whether to receive SMS	Processing information in the integrated information systems (IRIS, Integrated Ezbaro, Integrated RCMS, etc.)	Delegation period for the relevant R&D project

\* You have the right to refuse consent to the collection and use of personal information above. However, refusal may result in your being restricted from performing tasks such as processing information and registering details on use of funding for R&D expenses in the integrated information systems (IRIS, Integrated Ezbaro, Integrated RCMS, etc.).

- ▶ **Do you agree to the collection and use of the required information as described above?** Yes  No

- ※ The applicant (principal) hereby submits this "Letter of Consent to the Collection and Use of Personal Information" required to perform tasks such as processing information or registering details on use of funding for R&D expenses in the integrated information systems (IRIS, Integrated Ezbaro, Integrated RCMS, etc.).

[ Date ]

Affiliated Institution

Name of the National R&D Program to be Delegated

Applicant

(Signature or official seal)

**Attention : Head of the Central Administrative Agency**

## 16Q 제재처분 재검토 요청서(영문)

■ *Enforcement Rule of the National Research and Development Innovation Act* [Annex Form 10]

(1/4)

**Reconsideration Request Form**

Receipt no.		Receipt date	
※ Do not fill in the receipt no. or receipt date sections.			
Submitter	Name or institution name		
	Address (office / home)		
	National researcher no. or Business registration no. / Corporate registration no.		
	Mobile phone / Office phone		
Email			
[ ] Representative [ ] Manager [ ] Designated representative [ ] Agent (if applicable)	Name		
	Address (office / home)		
	Affiliation		
	Mobile phone / Office phone		
	Email		
Name of competent central administrative agency			
Name of prior notification document			
Date prior notification received	[ Date ]		
Evidentiary documents			
Desired institution to reconsider (choose one)	<input type="checkbox"/> Researchers' Rights Protection Committee <input type="checkbox"/> Competent central administrative agency		

We hereby submit an opinion requesting reconsideration of the details regarding the prior notification on sanctions and clawbacks, as described above, in accordance with Article 33, Paragraph 3 of the *National Research and Development and Innovation Act*.

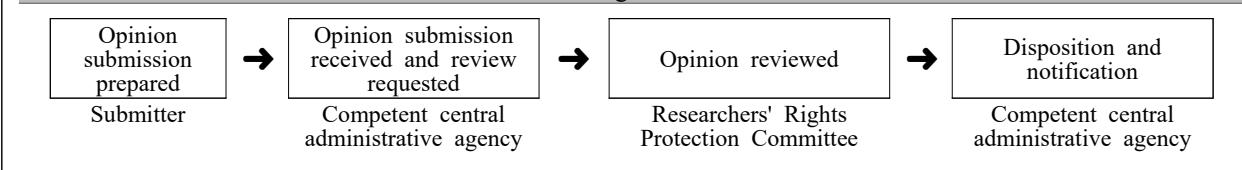
[ Date ]

Submitter

(Signature or official seal)

**Attention : Head of the Central Administrative Agency**

Attachments	1. Documents confirming qualifications of the representative, manager, designated representative, or agent (to be submitted only if appointing the representative, manager, designated representative, or agent) 2. Purpose and Rationale for Reconsideration Request (attached form), along with any supporting documentation or evidence to bolster the argument.
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**Processing Procedure**

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## How to Complete (This guide does not need to be included in the submission)

## 1. Submitter:

- 1) Name or institution name : provide the name of the party or R&D institute submitting the reconsideration request.
- 2) Address : provide the submitter's residential address (either home or office) or location address.
- 3) National researcher no. or business registration no. / corporate registration no. : provide the submitter's national researcher no. or business registration no. / corporate registration no.

## 2. Representative, manager, designated representative, agent (if applicable)

- 1) Representative : if the submitter is an R&D institute, provide information on the institute's representative.
- 2) Manager : if the submitter is an R&D institute with a designated manager, provide the manager's information.
- 3) Designated representative : if multiple submitters jointly submitted the opinion requesting reconsideration and there is a designated representative, provide the designated representative's information.
- 4) Agent : if the submitter has appointed an agent, provide the agent's information.

## 3. Name of competent central administrative agency : provide the name of the central administrative agency that issued the prior notification regarding the sanction.

## 4. Name of prior notification document : provide the title of the prior notification regarding the sanction.

## 5. Date prior notification received : provide the date when the prior notification document was received by the submitter.

## 6. Evidentiary documents : list the titles or names of any supporting documents, exhibits, etc. that support the opinion requesting reconsideration and the rationale.

## 7. Desired reconsideration institution : select either the Researchers' Rights Protection Committee or the competent central administrative agency to which the submitter is applying for reconsideration.

(3/4))

## < Purpose and Rationale for Reconsideration Request >

### 1. Information on the R&D Project

Program name											
R&D project name											
R&D project no.											
R&D institute name											
R&D period	Total										
	Relevant phase										
R&D expense funds	Total	Government-funded R&D expenses	Own R&D expenses		Grants from other institutions, etc.				Total		
		Cash	Cash	In kind	Cash	In kind	Cash	In kind	Cash	In kind	Total
	Relevant phase	Government-funded R&D expenses	Own R&D expenses		Grants from other institutions, etc.				Total		
		Cash	Cash	In kind	Cash	In kind	Cash	In kind	Cash	In kind	Total

### 2. Details of Prior Notification Regarding the Sanction

Type of Sanction and Clawback	<input type="checkbox"/> Restriction in participation (period : year(s) month(s)) <input type="checkbox"/> Additional monetary sanction (KRW ) <input type="checkbox"/> Clawback amount (KRW )
Name of prior notification document	
Sanction overview	
Factual background leading to the sanction	

### 3. Rationale for the Opinion Submission Requesting Reconsideration

Summary of the opinion requesting reconsideration

Rationale for the opinion submission

We hereby submit this opinion requesting reconsideration of the details provided in the prior notification regarding the sanction and clawback as described above. We kindly request reconsideration of the aforementioned information.

[ Date ]

Applicant: (Signature)

Attention : Head of the Central Administrative Agency

(4/4)

**How to Complete (This guide does not need to be included in the submission)**

1. Program name : provide the relevant program name of the R&D project (does not need to be filled out directly by the researchers).
2. R&D project name : provide the name of the R&D project to be performed by the R&D institute.
3. R&D project no. : provide the number assigned at the time the R&D project was selected (does not need to be filled out directly by the researchers).
4. R&D institute name : specify the name of the R&D institute with which the submitting party was affiliated at the time the incident leading to the sanction occurred, or provide the name of the R&D institute submitting the reconsideration request.
5. R&D period
  - 1) Total : specify the term of the agreement as the total R&D period of the R&D project.
  - 2) Relevant phase : if the R&D project is divided into phases, specify the R&D period of the relevant phase.
6. R&D expense funds
  - 1) Total : specify the R&D expense funds supported during the entire R&D period, breaking down into government-funded R&D expenses, own R&D expenses, and grants from other institutions, etc.
  - 2) Relevant phase : specify the R&D expense funds supported during the relevant R&D phase, breaking down into government-funded R&D expenses, own R&D expenses, and grants from other institutions, etc.
7. Type of sanction and clawback : select the type of sanction specified in the prior notification issued by the head of the competent central administrative agency. If it is a restriction against participation, indicate the specified period of the sanction. If it is an additional monetary sanction or clawback, indicate the amount specified in the prior notification.
8. Name of prior notification document : specify the title of the prior notification document.
9. Sanction overview : provide a concise summary of the facts that resulted in the sanction, the rationale for applying the sanction, and details of the sanction specified in the received prior notification.
10. Factual background leading to the sanction : describe the factual circumstances or incidents that led to the sanction and how they occurred.
11. Summary of the opinion requesting reconsideration : Provide a summary of your request for reconsideration of the prior sanction.
12. Rationale for the opinion submission : provide specific reasons for submitting the opinion requesting reconsideration regarding the sanction specified in the prior notification.

2025.  
12.



# 국가연구개발사업 국제공동연구 매뉴얼

별권



과학기술정보통신부  
Ministry of Science and ICT



한국과학기술기획평가원  
Korea Institute of S&T Evaluation and Planning