### MEMORANDUM OF UNDERSTANDING

#### BETWEEN

## THE KOREAN AGENCY FOR TECHNOLOGY AND STANDARDS OF THE REPUBLIC OF KOREA

#### AND

# THE STANDARDS, PRODUCTIVITY AND INNOVATION BOARD OF THE REPUBLIC OF SINGAPORE FOR COOPERATION IN STANARDIZATION, METROLOGY AND CONFORMITY ASSESSMENT

The Korean Agency for Technology and Standards (KATS) of the Republic of Korea and the Standards, Productivity and Innovation Board (SPRING) of the Republic of Singapore, (hereinafter referred to as "the Parties"),

Desiring to promote mutual benefits through cooperation in the fields of standardization, legal metrology and conformity assessment on the basis of equality and mutual benefit; and

Recognizing that such cooperation shall promote economic cooperation, facilitate trade and support the friendly relationship between the two countries;

Have agreed as follows:

#### Article 1

The Parties will cooperate in the fields of standardization, legal metrology and conformity assessment on the basis of equality and mutual benefit, in accordance with the provisions of this Memorandum of Understanding (MOU) and the respective laws and regulations of the two countries.

#### Article 2

Both Parties will pursue cooperation by

- (a) carrying out joint training/education programs identified in areas of standardization, legal metrology and conformity assessment to raise competency;
- (b) exchanging standards and publications;
- (c) exchanging technical information and expertise relating to standardization, legal metrology and conformity assessment;

- (d) conducting visits and facilitating technical upgrading of staff specializing in standardization, legal metrology and conformity assessment through exchange programs on a mutually beneficial basis;
- (e) organizing and participating in conferences, symposia, courses, workshops, exhibitions and other joint meetings of mutual benefit;
- (f) cooperating within the framework of international and regional organizations relating to standards, legal metrology and conformity assessment for mutual benefit.

#### Article 3

- (a) The Parties may formulate a separate Implementing Program concerning specific cooperative activities to be conducted under the umbrella of this MOU, detailing the tasks, intellectual property rights, liabilities, and related conditions of such cooperative activities.
- (b) The Parties may provide technical assistance by appointing a specialist staff for specific cooperative activities. The qualification of such specialist staff will be agreed upon by the Parties.
- (c) The expenses incurred in connection with the cooperative activities under the umbrella of this MOU will be covered in accordance with the terms mutually agreed upon by both Parties and subject to budgetary availability of the Parties.

#### Article 4

- (a) All information relating to this MOU furnished by one Party to the other and marked "Confidential" ("Confidential Information") will be kept confidential by the receiving Party and will not be disclosed to any third party otherwise than to carry out the provisions of this MOU.
- (b) Confidential information derived from cooperative activities under this MOU will not be unilaterally disclosed to any third party for commercial or industrial purposes without the consent of the two Parties.

#### Article 5

Both Parties will review regularly the progress of the cooperation under this MOU. Meetings between the Parties may be convened as and when required and at a venue and time agreed between the Parties.

#### Article 6

- (a) This MOU will come into effect upon signature by the Parties, and may be amended at anytime in writing and signed by the Parties. This MOU will continue to be in effect until such time as any of the Parties requests for its termination, by giving six months' written notice prior to such termination to the other Party.
- (b) Any issues arising from the interpretation or implementation of this MOU will be settled through consultation or mediation between the Parties.
- (c) Except for the duty of confidentiality as set out in Article 4, this MOU shall not create any binding legal relationship or obligations between the Parties. Notwithstanding the aforesaid, any agreement/s signed pursuant to this MOU that is/are intended by both Parties to create a binding legal relationship on each other and/or their assignees shall be legally binding unless stated otherwise in writing.

Signed on the date

Signed on the date

15 May, 2007

FOR THE KOREAN AGENCY FOR

THE REPUBLIC OF KOREA

TECHNOLOGY AND STANDARDS OF

FOR THE STANDARDS, PRODUCTIVITY AND INNOVATION BOARD OF THE REPUBLIC OF SINGAPORE

Kaphong CHOI

Administrator

Loh Khum Yean

Chief Executive