

**MEMORANDUM OF UNDERSTANDING
FOR COOPERATION RELATING TO STANDARDIZATION
BETWEEN
THE KOREAN AGENCY FOR TECHNOLOGY AND STANDARDS
OF THE REPUBLIC OF KOREA
AND THE NATIONAL QUALITY INSTITUTE
OF THE REPUBLIC OF PERU**

The Korean Agency for Technology and Standards (KATS) of the Republic of Korea and the National Quality Institute (INACAL) of the Republic of Peru, hereinafter referred to as “the Sides”;

DESIRING to promote mutual interests through cooperation in the areas of standardization on the basis of equality and mutual benefit,

ACKNOWLEDGING that such cooperation shall promote the interests of our national stakeholders through economic cooperation, facilitating trade and supporting friendly relationship between the two agencies,

Have reached the following understanding:

**PARAGRAPH 1
OBJECTIVES**

Cooperation in the area of quality infrastructure (standardization, accreditation, conformity assessment, metrology and quality promotion) on the basis of equality and mutual benefit, according to this Memorandum of Understanding (MoU) and Laws and respective regulations of both countries.

**PARAGRAPH 2
COOPERATION FORMS AND AREAS**

The cooperation may include, in particular, the following forms:

- a) The exchange of technical information in matters of quality infrastructure (standardization, accreditation, conformity assessment, metrology and quality culture);

- b) Cooperation programs and projects of mutual benefit, that include visits, exchange of experts. The mutual delivery of experts for short and long term periods, if necessary;
- c) The organization and participation of conferences, symposiums, courses, workshops and other joint meetings in matters of standardization, accreditation, metrology and strategic development for the quality;
- d) The cooperation in the framework of international and regional organizations related with the standardization, accreditation, metrology and strategic development in mutual benefit;
- e) The implementation of educational joint programs and training to increase the competence in matters of quality infrastructure;
- f) Cooperation activities that include the mutual implementation of joint projects;
- g) Other forms of cooperation of mutual agreement for both Sides

PARAGRAPH 3 COMPETENCY

The Sides will carry out the cooperation modalities referred in this MoU with absolute respect to their respective competences, institutional directive and applicable legislation.

The cooperation activities at the protection of this MoU will be carried out based on principles of equality, reciprocity and mutual recognition.

PARAGRAPH 4 FINANCING

The Sides will finance the cooperation activities with the assigned resources in their respective budget, according to their availability, budget appropriation process and to what it has been arranged by its national legislation.

PARAGRAPH 5 INTELLECTUAL PROPERTY

Both Sides will determine the measures for the treatment of their rights of intellectual property of processes and products related to technical cooperation through queries and mutual agreements in the specific agreements.

PARAGRAPH 6 CONFIDENTIALITY

The Sides will exchange information in the framework of this MoU, with the exception of those cases in which the applicable national legislation or the participant that provides such information, establish restrictions for its use or divulgation. Any of the Sides could transfer to a third party restricted information received from the other participant, without receiving its previous permission.

PARAGRAPH 7 INTERNATIONAL INSTRUMENTS

The cooperation referred in this MoU will not affect the rights and responsibilities that the Sides have acquired or responsibilities that they get to formalize according to other international instruments.

PARAGRAPH 8 CONSULTATIONS

The Sides can consult each other at any time about aspects derived from the application and interpretation of this Memorandum.

PARAGRAPH 9 COMMUNICATIONS

All communication done according to this MoU will be written to the email address stipulated by the Sides. For an effective communication and efficient execution of this MoU, each party will appoint a coordinator in maximum 30 days from the date of the subscription of the MoU. The designation of each

representative will be done in writing and by email address to the coordinator suggested by the Sides. Each change will be also communicated in writing and by email address.

PARAGRAPH 10

VALIDITY AND MODIFICATIONS

The present MoU shall entry into force upon signature and be valid for a period of five years from the date of last signature. It may be renewed as agreed and signed by both Sides.

The MoU, could be examined or amended by mutual agreement through addenda; which will form an integral part of the MoU.

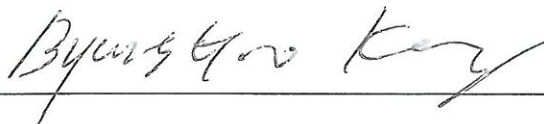
Either Party may terminate this MoU by providing the other party with a written notice at least six months in advance.

The termination of this Memorandum of Understanding will not affect the validity or duration of the projects, under this MoU, that have started before such termination.

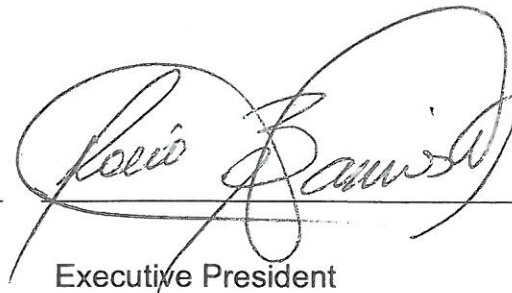
Signed in Beijing on the 13th day of Sep. 2016 in duplicate in the Korean, Spanish and English languages, all texts being equally authentic in case of any divergence in interpretation the English text shall prevail.

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

FOR THE
NATIONAL QUALITY INSTITUTE
OF THE REPUBLIC OF PERU



Director General
Mr. Kang Byung Goo



Executive President
Mrs. Rocio Ingrid Barrios Alvarado