



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE KOREAN AGENCY FOR TECHNOLOGY AND STANDARDS OF THE MINISTRY OF TRADE, INDUSTRY AND ENERGY OF THE REPUBLIC OF KOREA

AND

THE ENTERPRISE SINGAPORE OF THE MINISTRY OF TRADE AND INDUSTRY OF THE REPUBLIC OF SINGAPORE

ON COOPERATION IN THE FIELDS OF STANDARDIZATION, LEGAL METROLOGY, CONFORMITY ASSESSMENT AND TECHNICAL REGULATIONS

The Korean Agency for Technology and Standards (hereinafter "KATS") of the Ministry of Trade, Industry and Energy of the Republic of Korea, and the Enterprise Singapore (hereinafter "ESG") of the Ministry of Trade and Industry of the Republic of Singapore (hereinafter referred to singularly as a "Side" and collectively as the "Sides");

ACKNOWLEDGING the importance and contribution of standardization, legal metrology, conformity assessment and technical regulations for quality improvement, production efficacy and commercial exchanges, as well as the role played by both Sides in their respective domestic economies;

DESIRING to promote and collaborate on standardization, legal metrology, conformity assessment and technical regulation to facilitate the exchange of goods and services, thereby providing the most efficient way of unifying and aligning cross-border requirements; and

RECOGNIZING their interest in strengthening the global use of international standards;

Have reached the following understanding:

PARAGRAPH 1 OBJECTIVE

The Sides, subject to the provisions of this Memorandum of Understanding (MOU) and their laws, rules, regulations and national policies, seek to strengthen, promote and develop cooperation between the two countries in the fields of standards, conformity assessment, legal metrology, technical regulations, and other areas that may be jointly decided upon by the Sides.

PARAGRAPH 2 AREAS OF COOPERATION

- 1. The Sides will endeavour to cooperate in the following areas:
 - (a) collaborate on issues and sectors of mutual interest;
 - (b) exchange technical data, standards, publications, information and experience;

- (c) cooperate on programs and projects of mutual benefit, including short-term and long-term visits, and the exchange of experts and technical personnel, if necessary;
- (d) organize and participate in conferences, symposia, workshops, exhibitions and other relevant activities of mutual interest:
- (e) mutually cooperate in projects and activities to be conducted under international and regional standardization bodies;
- (f) develop joint training/education programs to enhance competence in standardization, legal metrology, conformity assessment and technical regulations; and
- (g) any other areas that may be jointly decided upon by the Sides.
- 2. The Sides will endeavour to meet, as appropriate and when necessary, to discuss emerging issues and review the progress of their collaboration.

PARAGRAPH 3 IMPLEMENTATION

- 1. The cooperation under this MOU may be carried out in a manner to be jointly decided upon by the Sides.
- 2. This MOU will be carried out within the framework of the respective laws and regulations of the two countries and subject to the availability of appropriate funds and personnel of the Sides.
- 3. The Sides may jointly decide to conclude specific arrangements (hereinafter referred to as "subsidiary arrangements") for the purpose of implementing programmes and/or projects to be undertaken pursuant to the provisions of this MOU. Such subsidiary arrangements will govern the programmes and/or projects concerned.
- 4. The Sides will endeavour to jointly design, develop and implement annual work programmes covering mutually determined areas of interest including, but not limited to:
 - (a) smart manufacturing;
 - (b) smart cities; and
 - (c) technical barriers to trade.

PARAGRAPH 4 FINANCIAL ARRANGEMENTS

The financial arrangements to cover expenses for the cooperative activities undertaken within the framework of this MOU will be jointly decided upon by the Sides on a case-by-case basis subject to the availability of funds. The activities' financing provisions will be jointly decided upon in writing by the Sides prior to the start of the activities.

PARAGRAPH 5 CONFIDENTIALITY

- 1. Each Side will observe the confidentiality and secrecy of documents, information and other data received from the other Side or generated during the period of the implementation of this MOU or any other arrangement made pursuant to this MOU.
- 2. The provisions of this Paragraph will continue to apply to the Sides notwithstanding the termination of this MOU.
- 3. Subparagraphs 1 and 2 will not apply to information in the public domain, information in the possession of the receiving Side prior to the disclosure of the said information by the other Side; information which is independently developed by a Side; information which is rightfully received by the receiving Side from third parties without accompanying secrecy obligations; and information which is required to be disclosed under an order of court or under any applicable law.

PARAGRAPH 6 DESIGNATED CONTACTS

Each Side hereby designates the following contact point for coordinating and communicating with the other Side on matters pertaining to this MOU:

- (a) for KATS: International Standards Cooperation Division, Korea Agency for Technology and Standards, Email: standard@korea.kr, Tel: +82 43 870 5350, Address: 93 Isu-ro, Maengdong-myeon, Eumseong-gun, Chungcheongbuk-do, Republic of Korea 27737;
- (b) for ESG:
 Policy & Promotion Division, Enterprise Singapore, Email:
 PPD_Enquiry@enterprisesg.gov.sg, Tel: +65 62793165, Address: 230 Victoria Street #10-00,
 Bugis Junction Office Tower, Singapore 188024.

PARAGRAPH 7 SUSPENSION

Each Side may, for reasons of national security, national interest, public order or public health, suspend temporarily, either in whole or in part, the implementation of this MOU. This suspension will take effect immediately after notification has been given to the other Side.

PARAGRAPH 8 AMENDMENT

- 1. Either Side may request in writing an amendment of all or any part of this MOU.
- Any amendment jointly decided upon by the Sides will be confirmed in writing and will form part of this MOU.
- 3. Such amendment will come into effect on such date as may be mutually determined by the Sides.
- 4. No amendment will prejudice the commitments arising from or based upon this MOU before or up to the date of such amendment [unless otherwise jointly decided by the Sides].

PARAGRAPH 9 RESOLUTION OF DIFFERENCES

Any difference or dispute concerning the interpretation and/or implementation and/or application of any of the provisions of this MOU will be resolved amicably through mutual consultation and/or negotiations between the Sides.

PARAGRAPH 10 LEGAL EFFECT

This MOU does not create any binding legal relationship or obligations between the Sides

PARAGRAPH 11 ENTRY INTO EFFECT, DURATION AND TERMINATION

- 1. This MOU will come into effect on the date of its signature and will remain in effect for a period of three (3) years. Thereafter, it will be renewed for subsequent periods of three (3) years, upon a review by and with the mutual consent of both Sides.
- 2. Notwithstanding anything in this Paragraph, either Side may terminate this MOU by notifying the other Side of its intention to do so, in writing, at least three (3) months in advance.
- 3. The termination of this MOU will not affect any subsidiary arrangements concluded or entered into during the duration of this MOU, which will be fulfilled in accordance with the provisions of such arrangements, unless otherwise jointly decided by the Sides.
- 4. Upon the entry into effect of this MOU, the Memorandum of Understanding between the Standards Productivity and Innovation Board of the Republic of Singapore ("SPRING SG") and the Korean Agency for Technology and Standards of the Republic of Korea for Cooperation in Standardization, Metrology and Conformity Assessment signed on 15 May 2007 will be terminated and superseded by this MOU.

Signed in duplicate in Seoul, on 23 November 2019 in the English language.

FOR THE KOREAN AGENCY FOR TECHNOLOGY AND STANDARDS OF THE MINISTRY OF TRADE, INDUSTRY AND ENERGY OF THE REPUBLIC OF KOREA FOR THE ENTERPRISE SINGAPORE
OF THE MINISTRY OF TRADE AND INDUSTRY OF
THE REPUBLIC OF SINGAPORE

Minister

Sung Yun-mo

Senior Parliamentary Secretary
Dr Tan Wu Meng
On behalf of Minister Chan Chun Sing