

MEMORANDUM OF UNDERSTANDING BETWEEN

THE MINISTRY OF SCIENCE AND ICT OF THE REPUBLIC OF KOREA AND

THE MINISTRY OF COMMUNICATIONS AND INFORMATION OF THE REPUBLIC OF SINGAPORE

ON COOPERATION ON ARTIFICIAL INTELLIGENCE

The Ministry of Science and ICT of the Republic of Korea and the Ministry of Communications and Information of the Republic of Singapore (hereinafter referred to individually as a "Participant" and collectively as the "Participants"),

RECOGNISING that artificial intelligence (AI), and the technologies that underpin it, will form one of the next waves of digital innovation and transformation across the globe, which could provide tremendous social, economic, and environmental benefits;

ACKNOWLEDGING that there is significant global competition for leadership in AI that encompasses talent and skills, research and development, adoption and diffusion, data, and digital infrastructure; and

DESIRING to cooperate to ensure the Participants can realise the benefits of AI and minimise any risks,

HAVE REACHED the following understanding:

PARAGRAPH 1: PURPOSE

- 1. This Memorandum of Understanding (hereinafter the "MOU") has been developed in connection with the negotiation of the Korea-Singapore Digital Partnership Agreement (KSDPA).
- 2. This MOU is intended to provide a framework to enhance practical collaboration between the Participants to promote the responsible development and use of AI.

PARAGRAPH 2: OBJECTIVES

The objectives of this MOU are to:

- (a) encourage the sharing of best practices between the AI ecosystems of the Participants at the governmental, institutional, academic, and industry levels;
- (b) facilitate increased access to AI technologies, talent, and markets;
- (c) build linkages between research and industry activities to support the commercialisation of AI applications; and
- (d) foster a human-centred approach to AI, including support for the development and adoption of ethical governance frameworks for the trusted, safe, and responsible development and use of AI technologies and, where appropriate, align governance and regulatory frameworks.

PARAGRAPH 3: FORMS AND AREAS OF COOPERATION

1. The Participants understand that the forms of cooperation under this MOU may include:

- (a) exchanging information, including practices, policies, programmes, laws, and regulations;
- (b) developing collaborative research and development initiatives;
- (c) enhancing cooperation in international for relating to AI;
- (d) exchanging researchers, academics, and students; and
- (e) any other forms of cooperation as mutually decided by the Participants.
- 2. The Participants understand that the areas of cooperation under this MOU may include:
 - (a) AI ethics and governance and its adoption by industry;
 - (b) AI start-ups, entrepreneurship, and innovation;
 - (c) AI talent development, attraction, and retention;
 - (d) the establishment of multi-site test-beds for new innovations;
 - (e) joint projects for AI and data in identified sectors; and
 - (f) any other areas as mutually decided by the Participants.

PARAGRAPH 4: IMPLEMENTING AGENCIES

The implementing agency for ROK on AI is the Ministry of Science and ICT or its successor. The implementing agencies for Singapore are:

- (a) The Ministry of Communications and Information, or its successor.
- (b) The Smart Nation and Digital Government Office, or its successor.
- (c) The Infocomm Media Development Authority of Singapore, or its successor.

PARAGRAPH 5: SPECIFIC ARRANGEMENTS

1. The Participants may, in accordance with their respective laws and regulations, enter into separate written arrangements for the execution of projects or activities under this MOU.

- 2. An arrangement under subparagraph 1 may alternatively be entered into between:
 - (a) a Participant and an affiliated entity of the other Participant; or
 - (b) a Participant and a related public-sector agency of the other Participant.
- 3. For the purpose of this Paragraph, the term "related public-sector agency" means any public-sector agency of the Republic of Korea or the Republic of Singapore.

PARAGRAPH 6: EXPENSES

The cooperative activities and projects under this MOU will be carried out subject to the availability of funds and resources of each Participant. Unless otherwise jointly decided in writing by the Participants, each Participant will bear its own expenses arising from such activities and projects.

PARAGRAPH 7: RESOLUTION OF DIFFERENCES

Any differences relating to or arising from this MOU will be resolved amicably through consultations and negotiations between the Participants in good faith without reference to any international court, tribunal, or other forum.

PARAGRAPH 8: AMENDMENTS

- 1. This MOU may be amended at any time with the mutual written consent of the Participants when it becomes necessary to modify the content, scope or other element of this MOU.
- 2. Unless otherwise stated, an amendment to this MOU will come into effect on a date mutually determined by the Participants.

PARAGRAPH 9: STATUS OF THIS MOU

This MOU is a document which embodies the understanding of Participants and:

- (a) does not, and is not intended to, create, maintain, or govern any legally binding rights or obligations between the Participants or between the Participants and any third party;
- (b) will be implemented subject to, and in accordance with, the two countries' laws, policies, and international legal obligations; and
- (c) this MOU or any actions taken hereunder will not affect the rights and obligations of the two countries under any existing international agreements or conventions to which they are party.

PARAGRAPH 10: CONFIDENTIALITY

The Participants will maintain appropriate confidentiality and ensure that confidential information collected and used in accordance with this MOU is not subject to unauthorised access, interference, use, loss or disclosure at any time without the prior written consent of the Participant that provided the confidential information. The provisions of this Paragraph will remain in effect notwithstanding the termination of this MOU.

PARAGRAPH 11: ENTRY INTO EFFECT, DURATION AND TERMINATION

1. This MOU will come into effect on the date it has been signed and remain in effect for an indefinite period, unless either Participant notifies the other, in writing, of its intention to terminate this MOU, at least six (6) months prior to the intended termination date.

- 2. The Participants will review this MOU two (2) years after its entry into effect to assess whether it should be continued, amended, or terminated.
- 3. In the event that this MOU is terminated, such termination will not affect any decision or understanding concluded or entered into during the duration of this MOU, which will be fulfilled in accordance with the provisions of such decision or understanding, unless otherwise jointly decided by the Participants.

The foregoing represents the understanding reached between the Participants.

SIGNED in duplicate at Seoul, on 6 December 2022, in the English language.

FOR THE MINISTRY OF SCIENCE AND ICT OF THE REPUBLIC OF KOREA FOR THE MINISTRY OF COMMUNICATIONS AND INFORMATION OF THE REPUBLIC OF SINGAPORE

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