

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SINGAPORE CUSTOMS OF THE REPUBLIC OF SINGAPORE
AND
THE KOREA CUSTOMS SERVICE OF THE REPUBLIC OF KOREA
ON THE ELECTRONIC EXCHANGE OF DATA
TO FACILITATE THE IMPLEMENTATION OF THE DIGITAL PARTNERSHIP
AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF
KOREA AND THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE

The Singapore Customs of the Republic of Singapore and the Korea Customs Service of the Republic of Korea (hereinafter referred to singularly as “a Participant” and collectively as “the Participants”):

ACKNOWLEDGING that the smooth implementation of the 『Korea-Singapore Free Trade Agreement』, the 『ASEAN-Korea Free Trade Area』, and the 『Regional Comprehensive Economic Partnership Agreement』 (hereinafter referred to as “the FTAs”) will boost bilateral trade and eventually contribute to the economic development of the countries of both Participants;

RECOGNIZING the importance of channels for cooperation that will develop close and consistent partnership between the Participants on matters relating to the rules of origin and customs cooperation, and improve customs processes;

BELIEVING that the exchange of origin data electronically under the FTAs may further facilitate trade between the countries of both Participants;

Have reached the following understanding:

Paragraph 1

Objective

1. The Participants will contribute towards the facilitation of trade through:
 - i) the effective and efficient implementation of the FTAs through cooperation and mutual assistance on practical and technical customs matters; and
 - ii) the establishment of an effective and efficient channel to exchange data electronically.

Paragraph 2

Scope of Cooperation

1. The Participants will implement this Memorandum of Understanding (MOU), subject to the domestic laws and regulations applicable to each Participant and within the limits of their respective competencies, jurisdiction and available resources.
2. For the purpose of this MOU, the Participants will develop the set of data fields and establish the digital connectivity required to exchange electronic origin data, and share the technical requirements in order to develop the most effective and efficient means of data exchange for both Participants.
3. Each Participant will operate an electronic verification system in order to verify the authenticity of Certificate of Origin and put in place a process to verify the authenticity of Certificate of Non-Manipulation issued electronically by the other Participant until digital connectivity is established. The details are described in the Annex to this MOU.
4. The Participants will cooperate in areas of improving digital connectivity between single windows as agreed under the Digital Partnership Agreement between the Government of the Republic of Korea and the Government of the Republic of Singapore.

Paragraph 3
Special Arrangements

1. In exceptional cases, such as, but not limited to, technical failures that trigger a loss of data, the importing Participant may request a re-transmission of the data from the exporting Participant.

Paragraph 4
Contact Points

1. The Participants will establish a channel of communication to ensure the smooth implementation of this MOU through the contact points set out below:

For the Singapore Customs:

For the Korea Customs Service:

Tariffs and Trade Services Branch
Trade Division

FTA Implementation Division
International Affairs Bureau

Email: customs_roo@customs.gov.sg

Email: kcsfcd@korea.kr

A Participant will notify the other Participant of any changes in the contact points in writing or electronically in a timely manner.

Paragraph 5
Meetings for MOU Implementation Cooperation

1. The Participants will meet as and when determined to be necessary by the Participants, to facilitate the efficient and effective implementation of this MOU.

Paragraph 6
Confidentiality

1. The Participants agree that neither Participant will disclose or provide any confidential documents, information and other data obtained from the other Participant in the course of the implementation of this MOU or any other agreements made pursuant to this MOU to any third party or for use in judicial or administrative proceedings as evidence without the consent of the Participant providing such documents, information and other data.

Paragraph 7
Financial Arrangements

1. All costs incurred by a Participant in relation to the planning and implementation of this MOU will be self-funded by that Participant, unless otherwise jointly decided.

Paragraph 8
Amendments

1. This MOU may be amended through written agreement between the Participants. The amendments will come into effect on the date of its signature by the Participants.

Paragraph 9
Dispute Resolution

1. Disputes arising over the interpretation or application of this MOU will be settled by consultation and negotiation between the Participants and will not be referred to any international court, tribunal, third party or other forum, for resolution.

Paragraph 10

Legal Aspect

1. This MOU does not constitute or create any legally binding rights or obligations between the Participants or legally enforceable rights on the Participants under international law or the law of any jurisdiction.

Paragraph 11

Entry into Effect and Termination

1. This MOU will come into effect on the date of the entry into force of the Digital Partnership Agreement between the Government of the Republic of Korea and the Government of the Republic of Singapore. This MOU is intended to remain in effect for an unlimited duration, but either Participant may terminate it at any time by notification to the other Participant in writing. Such termination will take effect thirty (30) days from the date of the notification unless Participants mutually consent to a shorter period of time.

SIGNED in duplicate at Singapore and Seoul on December 1, 2022 in the English Language.



TAN Hung Hooi

Director-General

For the Singapore Customs of
the Republic of Singapore



YOON, Taesik

Commissioner

For the Korea Customs Service of
the Republic of Korea

ANNEX

ELECTRONIC VERIFICATION SYSTEM FOR CERTIFICATE OF ORIGIN AND VERIFICATION PROCESS FOR CERTIFICATE OF NON-MANIPULATION

This system applies to the Preferential Certificates of Origin (“CO”) for goods traded under the FTAs to which Singapore and Korea are parties and the Certificates of Non-Manipulation (“CNM”) issued by both Participants.

1. Electronic versions of COs and CNMs may be issued by the Participants (including electronic signatures and seals).
2. The Participants will accept electronic versions of COs and CNMs as the legal equivalent of paper documents. “Electronic Versions” of a document means a document in electronic format, including a digitized (scanned, photocopied) file of a printed certificate that both Participants have agreed to accept.
3. The Participants will allow an importer to submit electronic versions of COs and CNMs when the importer applies for preferential tariff treatment under the FTAs.
4. The Participants will maintain an official website¹ for electronic verification of COs, through which the importing authority can verify the authenticity of a CO.
5. If a Participant needs to verify the authenticity of a CNM issued by the other Participant, the Participant may make a verification request to the Contact Points established under Paragraph 4 of this MOU. If a Participant maintains an official website² for electronic verification of CNMs, the other Participant may verify the authenticity of CNMs through that website.

¹ For the Singapore Customs : <https://www.ntp-international.gov.sg/vp>
For the Korea Customs Service : www.customs.go.kr/kcs/co/co.do

² For the Korea Customs Service : www.customs.go.kr/english/ad/nonMani/nonManiView.do?mi=11766

6. Notwithstanding Paragraphs 1 to 5 of this Annex, either Participant may request an importer to submit the hardcopy COs in exceptional circumstances, when there are significant doubts about the authenticity of the document.

7. If the website in Paragraph 4 of this Annex is functioning normally, the Participants will not be required to exchange specimen signatures and seals of the issuing body.

8. Matters arising in relation to this Annex will be discussed between the Contact Points established under Paragraph 4 of this MOU.