



**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE KOREA COMMUNICATIONS STANDARDS COMMISSION**  
**AND**  
**ENTIDADE REGULADORA PARA A COMUNICAÇÃO SOCIAL**  
**ON COOPERATION FOR A SAFER BROADCASTING AND**  
**COMMUNICATIONS ENVIRONMENT**

The Korea Communications Standards Commission of the Republic of Korea and Entidade Reguladora para a Comunicação Social of Portugal (hereinafter referred to as the “Parties”), Recognizing that the challenges and opportunities presented in a rapidly changing broadcasting and communications environment, including the accelerated evolution of media convergence should be addressed in a timely and effective manner;

Considering the need for mutual cooperation between the Parties for protecting their domestic audience and users from harmful contents over the new media, where national boundaries are unable to completely prevent harmful content located overseas;

Desiring, therefore, to establish an effective working relationship, and to strengthen the mutual cooperation for a safer broadcasting and communications environment,

Have reached the following understanding:

**1. OBJECTIVE**

The main objective of this Memorandum of Understanding (“Memorandum”) is to engage in consultations on matters of mutual interest and to facilitate the exchange of information between the Parties, as well as to further enhance cooperation and the effectiveness for developing cooperative mechanisms to promote safer media environments in the respective countries of both Parties.



## **2. COOPERATIVE ACTIVITIES**

(a) The following activities in the field of broadcasting and communications may be undertaken under this Memorandum, provided that such cooperation comes within the areas of competence of both Parties:

- (i) formalization of cooperative relationships between the Parties as equal partners based on mutual interest and trust;
- (ii) facilitation of cooperation in the exchange of information relevant to each Parties' general statutory functions and duties;
- (iii) establishment and improvement of communication channels between the Parties;
- (iv) encouragement of exchanges and mutual visits between experts, staff and delegations of the Parties;
- (v) enhancement of cooperation with media related organizations that may assist Parties in performing their functions; and
- (vi) facilitation of conferences and other events as may be organized with the goal of promoting a conducive communications environment in the respective countries of the Parties;

(b) This Memorandum is limited in scope to the statutory functions of each Participant in relation to broadcasting and communications matters under its respective jurisdictions.

## **3. COMMUNICATION**

(a) In order to facilitate the cooperative activities stated above, the Parties will intensify the communication with each other, and designate at least one liaison person in their respective country for the purposes of such communication.

(b) Electronic means (including the Internet or e-mail), fax, and telephone will be the primary means of communication between the Parties.



#### **4. CONFIDENTIALITY**

- (a) The Parties shall use the information and knowledge shared or obtained in the course of the activities carried out under this Memorandum solely for the purpose of implementing the objectives of this Memorandum.
- (b) Neither Party shall disclose, provide nor allow access to any information that is provided or communicated in confidence by the disclosing Party, except as, and to the extent authorized in writing, by the disclosing Party.
- (c) Notwithstanding Paragraph 4(b), a Party may disclose the following types of information so long as it provides the other Party timely written notice prior to such disclosure:
- (i) Information which is generally known to third parties, or is publicly available otherwise than through an act of negligence of that Party or a breach of this Memorandum;
  - (ii) Information which is independently produced by a third party without relying on any information or knowledge obtained by the receiving Party under this Memorandum;
  - (iii) Information which has been acquired from a third party without breach of Paragraph 4(b);
  - (iv) Information which a Party is required to disclose by statutory law or regulations or by any court of competent jurisdiction.
- (d) Paragraphs 4(a) and 4(b) shall apply to all information and knowledge shared or obtained under this Memorandum, notwithstanding anything to the contrary in other agreements or memoranda of understanding signed between the Parties.
- (e) Ownership of confidential information, including any documents, files, materials and other items, containing any confidential information disclosed by the disclosing Party, shall remain with the disclosing Party.
- (f) At the disclosing Party's written request, the receiving Party will return immediately to the disclosing Party all documents, files, materials and other items in its possession that



contain confidential information which the receiving Party has received under the Memorandum, including any copies made of such documents, files, materials and items and the receiving Party will not make any further use or disclosure of such confidential information.

## **5. GENERAL PROVISIONS**

- (a) Save for Paragraph 4, this Memorandum does not create any enforceable rights or impose any legally binding obligations on the Parties.
- (b) This Memorandum does not modify or supersede any laws in force in, or applied to, Korea or Portugal.
- (c) The cost of cooperation activities will be shared by both Parties in a manner jointly decided upon. Unless otherwise jointly decided, each Party will bear in full its own costs incurred for any activities under this Memorandum.
- (d) Without prejudice to any other arrangement between the Parties, the ownership of all intellectual property rights in any materials or items developed or shared by the Parties for the purposes of this Memorandum will remain vested in the respective Party who develops or owns the same.

## **6. FINAL PROVISIONS**

- (a) This Memorandum will come into effect on the date of signature and will remain in effect for an initial period of five (5) years. It will continue for successive five-year (5) periods unless one Party notifies the other of the termination thereof not less than six months prior to its expiration.
- (b) The Party will review this Memorandum and the activities conducted within its framework before the expiry of every five (5) year period.
- (c) The provisions of this Memorandum may be amended pursuant to a review conducted under paragraph 6(b) above or at any time as may be mutually agreed in writing between



- the Parties. Any such amendment shall come into effect on a date agreed upon by the Parties, and shall be considered an integral part of this Memorandum.
- (d) Either Party may terminate this Memorandum at the end of each five (5) year period by giving to the other Party at least thirty (30) days' written notification prior to the expiry of such period. The termination of this Memorandum shall not affect any ongoing activities or programs carried out under this Memorandum.
- (e) Any disagreement or dispute arising out of the interpretation, implementation or application of this Memorandum will be settled amicably by mutual consultation or negotiation between the Parties without reference to any third party or international tribunal.
- (f) This Memorandum contains the entire understanding between the Parties on the subject matter and supersedes all previous Memoranda relating to the subject matter entered into between the Parties.

Signed in duplicate in Lisbon on 3 March 2017, in the English language.

Hyochoong PARK

Carlos MAGNO

Chairman

Chairman

Korea Communication Standards Commission  
of the Republic of Korea

Entidade Reguladora para a Comunicação Social  
of Portugal