

**Memorandum of Understanding between
the Ministry of Food and Drug Safety of the Republic of Korea and
the Department of Agriculture, Fisheries and Forestry of
the Commonwealth of Australia**

The Ministry of Food and Drug Safety (MFDS) of the Republic of Korea and the Department of Agriculture, Fisheries and Forestry (DAFF) of the Commonwealth of Australia (hereinafter collectively referred to as "the Participants" and individually as a "Participant"), desiring to facilitate information exchange and experience sharing in respect of food safety control and to promote cooperation in regulatory affairs within each control, have reached the following understanding:

Paragraph 1. Purpose

The purpose of this Memorandum of Understanding (hereinafter referred to as the "MOU") is to facilitate the establishment of a framework for cooperation between the Participants in the area of food safety in accordance with their respective national laws and regulations on the basis of equality and reciprocity.

Paragraph 2. Areas of Cooperation

Cooperation in the area of food safety will include the following activities, and any specific details will be decided by mutual consent of the Participants:

1. The Participants will collaborate to facilitate the exchange of information and reinforce cooperation in regulatory affairs to

enhance understanding of laws, standards and administrative procedures regarding food safety;

2. The Participants will explore opportunities for promoting joint research and sharing of experience with new technologies in the food-tech industry including novel food, smart factories, etc.;
3. The Participants will collaborate to conduct joint training, symposia, etc., to strengthen capacity of food safety testing and inspection;
4. The Participants will share relevant information in order to expand digital food safety policies and strengthen capacity to use digital technologies;
5. The Participants will make efforts to exchange experts who are specialized in food safety control to share best practices; and
6. The Participants may decide on other areas of cooperation decided by mutual consent of the Participants.

Paragraph 3. Implementation Mechanism

For the purpose of implementing this MOU, the Participants may establish a mechanism for regular meetings of representatives of the Participants, to work jointly on the development of cooperation plans and discuss the implementation of this MOU.

Paragraph 4. Financing

1. Each Participant is responsible for the administration and expenditure of its own resources associated with activities conducted under this MOU.
2. The costs of any assistance provided by one Participant to the other Participant at the request of that other Participant may be borne by the requesting Participant, unless otherwise jointly decided by the Participants.

Paragraph 5. Confidentiality

Any information acquired as a result of cooperative activities prescribed in the Paragraph 2 is to be used exclusively by the Participants. Such information may be disclosed to a third party or the public by a Participant only with the prior written consent of the other Participant.

Paragraph 6. Points of Contact

The Participants will appoint the following contact points for regular communication to effectively implement the cooperative activities under this MOU. In the case where the contact point changes, each Participant may notify such change to the other Participant immediately.

1. For the MFDS, Director of International Cooperation Office; and
2. For the DAFF, First Assistant Secretary of the Exports and Veterinary Services Division

Paragraph 7. Resolution of Differences

Any differences arising from the interpretation, application or implementation of this MOU will be solved in an amicable way through mutual consultation between the Participants.

Paragraph 8. General Provision

1. This MOU is not intended to create any legally binding obligations between the Participants based on domestic or international law. The Participants consent to make the commitment of confidentiality outlined in Paragraph 5 in respect of any documents that are

released to either Participant under this MOU.

2. This MOU will not affect the rights and obligations of the Participants arising from the international conventions to which either of their countries is party.

Paragraph 9. Entry into Effect, Amendment and Termination

1. This MOU will come into effect from the date of its signing by both Participants and will remain in effect for a period of five (5) years from the date of its commencement. Thereafter, the MOU will be extended by the mutual consent of the Participants in writing.
2. Notwithstanding any other provision in this MOU, either Participant may terminate this MOU by notifying the other in writing of its intention to terminate the MOU. The MOU will terminate thirty (30) calendar days after the date upon which the other Participant receives such written notice.
3. Unless jointly decided by the Participants otherwise, the termination of this MOU will not affect the duration or validity of ongoing cooperative activities under this MOU.
4. This MOU may be amended by the mutual written consent of the Participants and will come into effect on such dates as may be mutually determined by the Participants

SIGNED in duplicate at Seoul, on the 10th of May 2023 in the Korean and English languages, all texts being equally valid. In the event of any divergence of interpretation, the English text will prevail.

For the Ministry of Food and Drug
Safety of the Republic of Korea

For the Department of
Agriculture, Fisheries and
Forestry of the Commonwealth
of Australia

오 유 경

Oh, Yu-Kyoung
Minister

Catherine Raper.

Catherine Raper
Australian Ambassador to the
Republic of Korea