

**法規名稱：**MEMORANDUM OF UNDERSTANDING BETWEEN THE NATIONAL COMMUNICATIONS COMMISSION THE REPUBLIC OF CHINA (TAIWAN) AND THE KOREA COMMUNICATIONS STANDARDS COMMISSION THE REPUBLIC OF KOREA ON COOPERATION IN THE FIELD OF BROADCASTING AND COMMUNICATIONS

**簽訂日期：**民國 102 年 05 月 07 日

**生效日期：**民國 102 年 05 月 07 日

The National Communications Commission, the Republic of China (Taiwan) and the Korea Communications Standards Commission, the Republic of Korea,

(hereinafter referred to as "the Participants"), 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 Participants to protect their domestic audience and users from harmful content in the new media, in which national boundaries are unable to filter out or limit access to such 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:

#### Article 1 OBJECTIVE

The main objective of this Memorandum of Understanding (MOU) is to allow the Participants to engage in consultations about matters of mutual interest and to facilitate the exchange of information between the Participants, as well as to further enhance cooperation and effectiveness in developing

cooperative mechanisms for each Participant to promote media environment in the respective country.

## Article 2 COOPERATIVE ACTIVITIES

- (a) Cooperation under this MOU may include the following activities in the field of broadcasting and communications provided that such cooperation comes within both Participants ' areas of competence:
  - (i) formalization of cooperative relationships between the Participants as equal partners based on mutual interest and trust;
  - (ii) facilitation of cooperation in the exchange of information relevant to general statutory functions and duties of each Participant;
  - (iii) establishment and improvement of communication channels between the Participants;
  - (iv) facilitation of mutual visits and exchange of experts, staff and delegations between the Participants;
  - (v) enhancement of cooperation with other organizations in the field of media that may assist the Participants in performing their functions;
  - (vi) co-organization of conferences, campaigns and other events that facilitate a communication environment conducive to both Participants.
- (b) This MOU is limited in scope to the statutory functions of each Participant in relation to broadcasting and communications matters under their respective jurisdictions.

## Article 3 COMMUNICATIONS

- (a) In order to facilitate and comply with the cooperative activities stated above, the Participants will intensify the communication with one another, and designate at least one liaison



person from their respective country for the purpose of such cooperation.

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

#### Article 4 CONFIDENTIALITY

- (a) The Participants shall use the information and knowledge shared or obtained in the course of the activities carried out under this MOU, solely for the purpose of implementing the objectives of this MOU.
- (b) Neither Participant shall disclose, provide nor allow third parties access to any of information provided or communicated in confidence by the disclosing Participant, except for and to the extent authorized in writing by the disclosing Participant.
- (c) Article 4(a) and 4(b) shall apply to all information and knowledge shared or obtained under this MOU, notwithstanding anything to the contrary in other agreements or memoranda of understanding signed between the Participants.
- (d) Ownership of confidential information, including any documents, files, materials and other items containing confidential information disclosed by the disclosing Participant, shall remain with the disclosing Participant.
- (e) At the disclosing Participant's written request, the receiving Participant shall return immediately to the disclosing Participant all documents, files, materials and other items, including any copies made of such documents, files, materials and other items, in its possession that contain confidential information which the receiving Participant obtained under the

MOU; the receiving Participant shall not make any further use or disclosure of such confidential information.

#### Article 5 GENERAL PROVISIONS

- (a) This MOU does not modify or supersede any laws in force in, or applied to each Participant or to their respective country.
- (b) The cost derived from cooperation activities will be shared by both Participants in a manner jointly agreed and decided upon. Without further decision, each Participant will bear in full its own costs incurred for any activities under this MOU.
- (c) Without prejudice to any other arrangement between the Participants, the ownership of all intellectual property rights in any materials or items developed or shared by the Participants for the purpose of this MOU will remain vested in the respective Participant who develops or owns the same.

#### Article 6 FINAL PROVISIONS

- (a) This MOU will come into effect on the date of signature and will remain effective for a period of five years.
- (b) The provisions of this MOU may be amended at any time with the mutual written consent of the Participants. Any such amendment shall come into effect on the date of the amendment and shall be considered an integral part of this MOU.
- (c) Either Participant may terminate this MOU at any time by giving a thirty-day written notification to the other Participant. The termination of this MOU shall not affect –
  - (i) any ongoing activities or programs carried out under this MOU; or
  - (ii) the implementation and effectiveness of Article



4, which shall remain effective for a period of 5 years from the date of the termination of this MOU.

- (d) Any disagreement or dispute arising out of the interpretation, implementation or application of this MOU will be settled amicably via mutual consultations or negotiations between the Participants.

Signed in duplicate at Taipei on the 7th day of May, 2013, in the English language.

For the National  
Communications  
Commission(NCC)  
Republic of China  
(Taiwan)

For the Korea  
Communications  
Standards  
Commission(KCSC)  
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