

**MEMORANDUM OF UNDERSTANDING  
BETWEEN**

**THE DEPARTMENT OF FOREIGN AFFAIRS AND TRADE OF AUSTRALIA  
AND  
THE MINISTRY OF FOREIGN AFFAIRS OF THE REPUBLIC OF KOREA  
AND  
THE MINISTRY OF CULTURE, SPORTS AND TOURISM OF THE REPUBLIC OF  
KOREA**

**ON SOCIO-CULTURAL COOPERATION**

The Ministry of Foreign Affairs of the Republic of Korea, the Ministry of Culture, Sports and Tourism of the Republic of Korea and the Department of Foreign Affairs and Trade of Australia (hereinafter referred to collectively as “the Participants” and singularly as “the Participant”):

**Recognising** the depth and strength of the Comprehensive Strategic Partnership between the Republic of Korea (ROK) and Australia;

**Desiring** to generate public awareness of the ROK and Australia’s shared values and interests in a stable and prosperous Indo-Pacific region;

**Noting** socio-cultural cooperation between the ROK and Australia is already far reaching and enduring;

**Sharing** a vision of formalising enhanced socio-cultural cooperation between the ROK and Australia through exchange in the cultural and creative industries, education, sport, cuisine and women’s empowerment in order to raise social and cultural awareness on both sides;

**Acknowledging** the critical role of the Korea Foundation (KF), Korean Foundation for International Cultural Exchange (KOFICE) and the Australia-Korea Foundation (AKF) in promoting bilateral relations, and their support for cross cultural collaboration in the arts, education and technology;

**Recognising** closer socio-cultural collaboration would benefit business, academia, and the general community; and

**Pursuant** to the relevant laws and regulations and international commitments of the Participants;

**Have reached** the following understandings:

**Paragraph 1**

**Purpose**

The purpose of this Memorandum of Understanding (hereinafter referred to as the “MoU”) is to deepen existing socio-cultural cooperation between the Republic of Korea and Australia, and to commit the Participants to explore new initiatives.

## **Paragraph 2**

### **Existing areas of cooperation**

- 1) The Participants will build on existing areas of cooperation, including:
  - a. the Cultural Agreement between the Government of the Republic of Korea and the Government of the Commonwealth of Australia (1971);
  - b. the Memorandum of Understanding in Education (2008);
  - c. Chapter 16 (Cooperation) of the Korea-Australia Free Trade Agreement (2014);
  - d. the Korea and Australia Film Co-Production Treaty (2014)
- 2) Where appropriate, cooperation will continue to be governed by relevant existing committees, including:
  - a. the Joint Committee on Education (JCE) between and the Korean Ministry of Education (MOE) and the Australian Department of Education, Skills and Employment (DESE)

## **Paragraph 3**

### **New initiatives**

The Participants will commit to new initiatives in the arts and creative industries, including the fields of education and social exchange.

#### **1) Enhanced socio-cultural links through the cultural and creative industries**

- a. Participants will encourage enhanced cooperation between governments, cultural institutions and the private sector to strengthen exchange and collaboration in the cultural and creative industries including, but not limited to, architecture, design, film, music, performing arts, visual arts, literature, fashion, and digital gaming;
- b. Participants will identify and support institutional partnerships in the creative industries to deliver reciprocal exchange programs, festivals, co-productions, industry round tables and symposiums in both countries;
- c. Participants will cooperate to promote the activities of cultural institutions, including the Korean Cultural Centre in Sydney and King Sejong Institutes in Australia.

#### **2) Enhanced socio-cultural links through education exchange**

- a. Participants will actively promote links between government, the private sector, and academic and research institutions to strengthen learning, development, and research outcomes;
- b. Participants will encourage the Korean Council for University Education (KCUE) and Universities Australia (UA) to explore opportunities for reciprocal exchange, as well as between their institutional members;

- c. Participants will promote opportunities for educational exchange at the undergraduate level, including through the Australian New Colombo Program.

**3) Enhance socio-cultural links through social exchanges including sport, cuisine, and women's empowerment**

- a. Participants will seek to deepen cooperation on gender equality and women's empowerment;
- b. Participants will actively identify opportunities to deepen engagement and exchange in sports and in the field of elite performance;
- c. Participants will identify further opportunities to promote social exchanges on traditional and contemporary cuisine.

**Paragraph 4**

**Implementing Arrangements**

- 1) The establishment, finalisation, and implementation of the arrangements under this MoU will be coordinated by the Participants.
- 2) The the Korea Foundation and the Australia Korea Foundation will meet annually to bring together Korean and Australian business, academic, and community representatives to encourage implementation of endeavours under this MOU.
- 3) The Participants will cooperate to design a Socio-Cultural Committee (hereinafter "the Committee") to support implementation activities in the areas of cooperation.
  - a. The Committee will be co-chaired by the Participants, supported by representation from the Korea Foundation and the Australia-Korea Foundation, and may include representation from other relevant Government agencies;
  - b. The Committee may explore opportunities to use existing funding mechanisms to provide joint financial support for socio-cultural exchanges and collaborations of mutual interest;
  - c. The Committee will be convened at a time as mutually determined by the Participants. Meetings may be held virtually.

**Paragraph 5**

**Financial Arrangements**

- 1) Each Participant will bear its own costs associated with the activities and participation under this MoU.
- 2) Other financial arrangements may be mutually determined by the Participants.

## **Paragraph 6**

### **Dispute Settlement**

- 1) Any dispute arising out of the interpretation and implementation of this MoU will be settled amicably by the Participants through mutual consultations and negotiations between the Participants through diplomatic channels.
- 2) Disputes will not be referred to any third party, court, or international tribunal.

## **Paragraph 7**

### **Confidentiality**

- 1) Each Participant will protect the confidentiality of information exchanged between the Participants against unauthorised disclosure and in accordance with the Participant's national laws, regulations, policies, or directives. However, this will not apply to cases where the information is publicly available.
- 2) Where classified or operationally sensitive information, or information pertinent to national security is to be disclosed pursuant to this MoU, the Participant providing the information is responsible for ensuring that guidance is provided to the receiving Participant on handling and protection requirements. Each Participant will endeavour to follow such guidance, and respect requests made on handling and protection requirements regarding the security or sensitivity of the material.
- 3) The Participants have mutually decided that this paragraph will continue to apply notwithstanding the expiration or termination of this MoU.

## **Paragraph 8**

### **Amendment**

The Participants may propose an amendment to this MoU by submitting it in writing to the other Participants. An amendment will be affected only upon the mutual written consent of the Participants.

## **Paragraph 9**

### **Status of the MoU**

- 1) This MoU does not create any legally binding obligations and does not alter or affect any existing agreements between the Participants.
- 2) The Participants acknowledge that this MoU is not an international agreement and will not create legal obligations governed by their respective domestic law or international law.
- 3) The terms of this MoU operate subject to, and do not supersede, the respective international obligations and domestic laws, policies, and procedures of the Participants.

## Paragraph 10


### Commencement, Duration, and Termination

- 1) This MoU will come into effect on the date of signature by all Participants and will remain in effect unless terminated by a Participant giving at least one (1) month prior written notice of the intended date of termination to the other Participants.
- 2) Termination of this MoU will not affect the implementation of activities that were decided upon or any ongoing activities prior to the date of termination.
- 3) Any intent to terminate this MoU will be communicated through diplomatic channels.

Signed at Canberra on 13 December 2021, in three original copies in English.

**For the Ministry of Foreign Affairs of  
the Republic of Korea**

**For the Department of Foreign Affairs  
and Trade of Australia**



**Choi Jong Kun**  
1<sup>st</sup> Vice Minister of Foreign Affairs



**Justin Hayhurst**  
Acting Secretary

**For the Ministry of Culture, Sports  
and Tourism of the Republic of Korea**



**Kim Hyun-hwan**  
Vice Minister of Culture, Sports and  
Tourism