

**Memorandum of Understanding**

**between**

**the Danish Maritime Authority of the Kingdom of Denmark,  
the Swedish Maritime Administration of the Kingdom of Sweden, and  
the Ministry of Oceans and Fisheries of the Republic of Korea,  
Regarding the Establishment and Use of a Global e-navigation Test Bed**

The Danish Maritime Authority of the Kingdom of Denmark (DMA), the Swedish Maritime Administration of the Kingdom of Sweden (SMA), and the Ministry of Ocean and Fisheries of the Republic of Korea (MOF) (hereinafter referred to as "the Participants"),

Sharing a common interest in the establishment of a global e-navigation test bed and wishing to use this e-navigation test bed for purposes related to the testing and demonstration of e-navigation related services and infrastructure;

Desiring to strengthen the friendly relations between the three countries;

Recognizing the great significance of cooperation and desiring to create the most appropriate conditions for the development hereof; and

Confirming their interest in supporting and developing strategic cooperation in the maritime sector based on the mutual interests of their respective countries;

Have reached the following understanding:

## **Paragraph 1**

### **Purpose**

1. The Participants will establish cooperation within the concept of e-navigation and identify projects and activities within this domain for the further development of a global e-navigation test bed and related infrastructure and the testing and demonstration of e-navigation solutions and services.

2. The main purposes of such collaboration include:

- (a) Since e-navigation is a global concept, it is important to demonstrate the value of suggested services in different areas of the world, which a global e-navigation test bed would facilitate.
- (b) Collaboration on tests and demonstration would give a solid basis for an extended collaboration on the development of e-navigation services and infrastructure. This would accelerate the e-navigation process by utilising joint resources in a coordinated way.

## **Paragraph 2**

### **Scope of Cooperation**

The scope of cooperation between the Participants under this Memorandum of Understanding (MOU) will include the following areas:

- (a) cooperation on the establishment, implementation and use of a global e-navigation test bed;
- (b) information sharing and cooperation in response to the reinforcement and expansion of international e-navigation regulations;
- (c) knowledge sharing and cooperation on the research and development of e-navigation solutions, services and infrastructure; and
- (d) any other areas of cooperation as may be mutually decided upon, in writing, by the Participants

### **Paragraph 3**

#### **Modalities of Cooperation**

1. The Participants will explore possibilities for collaboration in activities and projects within the jointly decided scope of cooperation.

2. In order to achieve the set objectives for the establishment and use of a global e-navigation test bed, the modalities for cooperation will include:

- (a) collaboration between the Participants and/or sub-participants, such as research institutes, universities and domain-specific manufacturers or service providers;
- (b) joint definition and formulation of research and development projects; and
- (c) technical cooperation initiatives.

3. The Participants will jointly decide to hold the first meeting to discuss specific cooperative measures no later than two (2) months after the signing of this MOU. The meeting will be conducted between officials from the Participants as well as invited sub-parties. Participation of sub-participants will be jointly decided upon by all Participants in writing. If necessary, any Participant may suggest a written cooperation plan to the other Participants prior to the first meeting.

### **Paragraph 4**

#### **General Provisions**

1. This MOU is not intended to create any legal obligations under international, public or private law.

2. This MOU will be carried out within the framework of the respective laws and regulations of the countries of the Participants and will be subject to the availability of appropriated funds and personnel of the Participants.

## **Paragraph 5**

### **Financial Framework**

1. The implementation of activities and projects envisaged in this MOU will depend on the availability of the necessary financial resources and will be made in accordance with the applicable laws, regulations, rules, instructions, project directives, other directives and procedures in force for the Participants.

2. Any occurred costs for the use of resources with regard to the establishment and use of the e-navigation test bed for the purpose of testing and demonstration, travel or any other expenditure will be carried by Participants individually.

## **Paragraph 6**

### **Intellectual Property Rights**

Any information produced during the preparation, execution, or analysis of the test using the resources provided within the framework of the test bed should be freely accessible by all Participants and should be published in appropriate manners.

## **Paragraph 7**

### **Dispute Settlement**

Any dispute as to the interpretation or implementation of this MOU will be settled by consultation between the Participants.

## **Paragraph 8**

### **Entry into Effect, Duration and Extension**

1. This MOU will come into effect upon its signature by all Participants and will remain in effect for a period of five (5) years.

2. This MOU may be extended if all Participants jointly decide, in writing, prior to the intended date of expiration of this MOU.

### **Paragraph 9**

#### **Amendment**

This MOU may be amended in writing, including the adding of participants to the MOU, by the original Participants following mutual consultations. It is indeed the intention to include relevant participants from other countries in order to establish a truly global e-navigation test bed.

### **Paragraph 10**

#### **Termination**

This MOU may be terminated by any Participant upon ninety (90) days' written notice to the other Participants. If this MOU is terminated, steps will be taken to ensure that the termination does not affect any prior commitment, project or activity already in progress, unless otherwise mutually decided by the Participants.

Signed in triple copies in Copenhagen, on 28 January 2014 in the English language.

For the Danish  
Maritime Authority  
of  
the Kingdom of Denmark

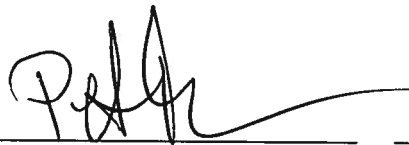
For the Swedish  
Maritime Administration  
of  
the Kingdom of Sweden

For the Ministry of  
Oceans and Fisheries  
of  
the Republic of Korea



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Andreas Nordseth  
Director General



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Peter Fyrby  
Representing the  
Director General



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Son, Jae Hak  
Vice-Minister