

Memorandum of Understanding
Between
The Ministry of Land, Transport and Maritime Affairs of The Republic of Korea
and The International Hydrographic Organization
on Support for The IHO Capacity Building Programme

The Ministry of Land, Transport and Maritime Affairs (the "MLTM") of the Republic of Korea and the International Hydrographic Organization (the "IHO"), represented by the President of the Directing Committee of the International Hydrographic Bureau (the "IHB"), (hereinafter jointly referred to as the "Sides");

Considering that the MLTM wishes to make a contribution available to the IHO for the purpose of helping developing countries improve their ability to comply with international standards relating to hydrographic surveying, oceanographic observation, nautical charts and electronic navigation charts production and

Recalling that the IHO may, under Article XIV of the Convention on the IHO accept voluntary contributions to be used for capacity building in accordance with IHO Resolutions 4/2004, 5/2004, 6/2004 and 7/2004, as amended

Have reached the following understanding:

Paragraph 1
SCOPE

The MLTM will, as provided in this Memorandum of Understanding (MOU), make a financial contribution to the IHO, within the framework of its domestic laws and regulations and subject to the availability of its appropriate funds, on an annual basis, for the purpose of implementing the IHO/ROK Programme of Technical Cooperation set out below.

Paragraph 2
FUNDING

- (1) A financial contribution (hereinafter referred to as the "contribution") from the MLTM will be paid to the IHO.
- (2) The IHB will manage the contribution from the MLTM as a specific financial accounting chapter of the IHO Capacity Building Fund, earmarked for the IHO/ROK Programme of Technical Cooperation (hereinafter referred to as the "programme").

- (3) The IHO will inform the MLTM of the receipt of the contribution on the day of receipt.
- (4) A 13% charge will be levied on the project expenses incurred for each financial year to reimburse the IHO for administrative and operational costs incurred in the execution of the projects under the Programme.
- (5) The contribution will be used for the implementation of the IHO Capacity Building Work Programme, supporting nationals from developing countries to develop their hydrographic surveying, oceanographic observation, nautical charting and electronic navigation charting and for any other technical assistance activities, which may be jointly decided upon by the MLTM and the IHO.
- (6) Interest income earned on the investment of monies not needed for immediate requirements will be credited to the account of the IHO/ROK Programme of Technical Cooperation.

Paragraph 3
EXECUTION OF PROJECTS

- (1) A list of project activities to be financed by the contribution will be jointly decided upon by the MLTM and the IHO and will be included in the IHO Capacity Building Work Programme.
- (2) Responsibility for the execution of the project activities will rest solely with the IHO which will carry out its responsibilities in accordance with the rules, practices and decisions of the IHO.
- (3) The MLTM may request the IHO to allow representatives of the MLTM to participate in specific projects financed by the contribution. The IHO will be responsible for supporting such participation in various aspects, including the payment of travel expenses. Any such participation, and the procedures therefore, will be jointly decided upon in advance by the MLTM and the IHO.
- (4) A Programme Management Board (PMB), composed of two representatives from the MLTM, the Chairperson of the IHO Capacity Building Sub Committee (CBSC), and a member of the Directing Committee of the IHB, will be established under this MOU to implement the activities set out in the paragraph above, and maintain the IHO/ROK Programme of Technical Cooperation. The secretary of the CBSC will serve as Secretary for the PMB.
- (5) The PMB will meet annually and at other times as may be considered appropriate by the MLTM or the IHB.
- (6) The Sides will each appoint a principal point of contact, to be advised separately, that will be responsible for coordinating the activities of each organization, respectively, in implementing the provisions of this MOU.

Paragraph 4
REPORTS

- (1) The IHO will provide the MLTM with annual reports on the progress of the activities carried out under this MOU.
- (2) Reports on the implementation and management of the programme will be provided by the IHB to the IHO Member States, CBSC, and the IHO Inter-Regional Coordination Committee (IRCC).
- (3) The IHO will submit to the MLTM at the end of each financial year a financial report on the use made of the contribution.

Paragraph 5
AMENDMENTS

This MOU may be amended with the mutual written consent of the Sides.

Paragraph 6
NO WAIVER

Nothing contained in this MOU will constitute a waiver, expressed or implied, of any privilege or immunity which the IHO may enjoy, whether pursuant to the Convention on Privileges and Immunities of Specialized Agencies or any other convention or agreement, law, order or decree of any international or national character.

Paragraph 7
SETTLEMENT OF DISPUTES

Any differences arising out of the interpretation or implementation of this MOU will be resolved in an amicable way through consultations between the Sides.

Paragraph 8
ENTRY INTO EFFECT, DURATION AND TERMINATION

- (1) This MOU will come into effect upon signature by the Sides and will remain in effect for an indefinite period. Either Side may terminate this MOU by giving the other Side not less than six months, written notice of its intention to terminate it. However, this MOU will continue to apply in respect of any activity which has, prior to the date upon which such notice is given, been jointly decided upon by the Sides and has already commenced.

(2) This MOU supersedes the MOU between the Government of the Republic of Korea and the IHO for Support of the IHO Capacity Building Programme signed on 1 May 2006.

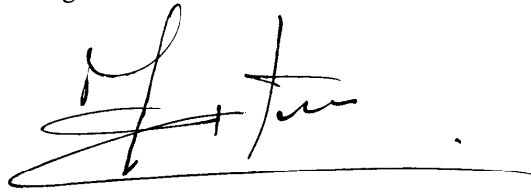
Signed in duplicate in Seoul on the sixteenth day of June in the year 2011, in the English language.

For the Ministry of Land, Transport and
Maritime Affairs of the Republic of Korea:


Do Youp KWON

Minister of Land, Transport and Maritime
Affairs

For the International Hydrographic
Organization:


Vice-Admiral Alexandros MARATOS

President of the Directing Committee of the
International Hydrographic Bureau
