

MEMORANDUM OF UNDERSTANDING BETWEEN THE CENTRE FOR LIVEABLE CITIES LIMITED AND THE SEOUL INSTITUTE

THIS MEMORANDUM OF UNDERSTANDING IS MADE BETWEEN:

- (1) the Centre for Liveable Cities Limited (“CLC Ltd”), a public company incorporated in Singapore (UEN: 2011611972C), with its office at 45 Maxwell Road #07-01, The URA Centre S069118 and
- (2) the Seoul Institute (“SI”), an incorporated foundation in the Republic of Korea with its office at 57, Nambusunhwan-ro 340 gil, Seocho-gu, Seoul Korea.

(collectively, the “Parties” and each, a “Party”);

RECOGNISING the need to exchange the best ideas and practices that make Singapore and Seoul liveable and sustainable cities;

RECOGNISING the common mission of both Parties as acquiring the ability to publish and share with an international audience the results of project-based research, conference papers, themed studies and innovative new approaches based on best ideas and practices from Singapore and Seoul ; and

DESIRING to give shape to a mutually beneficial collaboration between the Parties;

Both Parties have discussed and mutually agree on the following:

1 OBJECTIVE OF COLLABORATION

The objective of this Memorandum of Understanding (“MOU”) is to provide a mutually agreed framework of friendly cooperation and international collaboration between the Parties for the benefit of future projects, research, publications and international knowledge sharing events.

2 DURATION

This MOU shall come into operation on the date of signing by the Parties, and shall remain in force until the date of termination pursuant to paragraph 5.

3 SCOPE OF COLLABORATION

In fulfillment of the above objective, the Parties will collaborate on the following:

3.1 Knowledge Creation and Sharing

3.1.1 Joint Research, Knowledge Sharing and Publications

The Parties will share knowledge and experience based on policies and best practices in Singapore and Seoul by agreeing to undertake joint efforts on research projects and publications on topics of mutual interest agreed upon by both Parties, internal knowledge

sharing sessions, and expert workshops. A preliminary schedule for the joint research projects is included in Annex A.

3.1.2 Dissemination & Conferences

The Parties will leverage on their substantial experience in managing the challenges and complexities of organising global conferences, knowledge sharing events and awards programs and will support each other or jointly co-organise specific knowledge sharing events in Singapore and Seoul.

3.1.3 Networks

The Parties will leverage on each other's networks to assist each other to connect with experts from Singapore, Korea, and around the world. Through this exchange of knowledge and expertise, the parties aim to create new knowledge to make Singapore and Seoul more liveable and sustainable. Any such information exchanged is subject to the Parties' outstanding confidentiality obligations both at law and under paragraph 4 of this MOU.

3.2 Joint Programme Planning

3.2.1 Staff exchange programme

The Parties endeavour to carry out staff exchange programmes to deepen the understanding of each other city's policies and best practices. Both Parties may send staff to each other's organizations to learn about relevant best practices and policies in the host city. The Parties endeavour to work closely to develop fruitful and substantive programmes for such exchange programmes.

3.2.2 Executive programmes

The Parties may collaborate to conduct and facilitate executive programmes in urban related topics. The Parties endeavor to work together in the areas of curriculum design, content development, course facilitation and other related work pertaining to these executive programmes.

3.3 Unless otherwise agreed upon, each party will bear its own costs and expenses in carrying out the obligations under this MOU.

4 CONFIDENTIALITY AND PROPERTY RIGHTS

4.1 The Parties agree to enter into (i) an appropriate confidentiality agreement ("**Confidentiality Agreement**") relating to the confidentiality of information, data and knowledge exchanged in the course of collaboration in the joint research project and (ii) an intellectual property rights agreement ("**Intellectual Property Rights Agreement**") setting out the terms and conditions pertaining to the intellectual property rights in base materials, data and results of joint research and other joint projects, each on terms to be agreed between the Parties. The Parties also agree that the abovementioned Confidentiality Agreement and Intellectual Property Rights Agreement are separate agreements and shall be legally binding.

4.2 The parties further agree that the rights and obligations under the **Confidentiality Agreement** and the **Intellectual Property Rights Agreement** may at any time with prior notice be assigned or transferred respectively to the supervising body of each party. The supervising bodies, on the date of this MOU, are the Ministry of National Development, Singapore for the Centre for Liveable Cities Limited and the Seoul Metropolitan Government for the Seoul Institute.

4.3 Each Party agrees to keep confidential all information that comes to its knowledge pursuant to this MOU. This clause shall not apply to (i) information which becomes publicly available as a result of the joint publicity efforts, or (ii) information which is known by the receiving Party before the information was provided by the disclosing Party.

4.4 The Parties agree that the contents of this MOU will not be disclosed to any third parties other than their professional advisers, unless required by law or any supervisory or regulatory bodies, or the other Party has given prior written consent to the disclosure.

4.5 Each Party agrees to obtain in writing the prior approval and consent of the other Party before the release of any news item, article, publication, advertisement, speech or any other information or material related to this MOU.

4.6 The Parties acknowledge and agree that the entire copyright throughout the whole world in all works arising out of this MOU ("Works") shall be the joint property of the Parties, and:

4.6.1 each Party may publish such Works without the consent of the other Party provided that if such Works include copyrighted material from third parties, the consent of the such third parties are obtained; and

4.6.2 each Party shall not publish such Works for sale without the prior consent of the other Party.

4.7 Each Party agrees to obtain in writing the prior approval and consent of the other Party before the release of any news item, article, publication, advertisement, speech or any other information or material related to this MOU.

4.8 Paragraph 4 shall survive the termination or expiry of this MOU.

5 VARIATION, DURATION AND TERMINATION

5.1 Any variation to this MOU shall be in writing and signed by each of the Parties.

5.2 Unless sooner terminated in accordance with the terms of this MOU, this MOU shall take effect from the date hereof and continue until the 2nd anniversary of the date hereof. This MOU may be renewed by mutual agreement of the Parties.

5.3 This MOU may be terminated:

5.3.1 By mutual agreement of the Parties; or

5.3.2 By either Party on providing six (6) months' written notice to the other Party of its intention to terminate this MOU.

5.4 In the event that any on-going collaborative activities are affected by the termination of this MOU, the Parties will resolve any issue arising from such termination, in accordance with paragraph 6.5.

6 FINAL PROVISIONS

6.1 This MOU will be jointly reviewed by the parties six months before the end of the Term.

6.2 This MOU does not preclude Parties from entering into a similar collaboration with any other party.

6.3 Pursuant to this MOU, the Parties may further enter into implementing agreements or arrangements, as appropriate, in relation to the areas of collaboration at paragraph 3 above.

6.4 This MOU represents the good faith and understanding of the Parties in relation to the subject matter of this MOU and save for paragraph 4, is not intended to have legal or binding effect. Nothing in this MOU should be construed as creating a joint venture, an agency relationship or a partnership between the parties or any of their agents, departments or subsidiaries. Nothing in this MOU is intended to be, or should be construed, as a waiver of the privileges and immunities or affecting the legal rights of any Party.

6.5 The Parties will amicably and expeditiously resolve any disputes arising from this MOU by consultation and negotiation between the parties.

6.6 This MOU is governed by the laws of the Republic of Singapore.

6.7 All notices or communications under this MOU shall be in writing and delivered by post, addressed as follows:

(a) If to the Centre for Liveable Cities Limited:

Khoo Teng Chye, Managing Director
45 Maxwell Road #07-01, The URA Centre, Singapore 069118

(b) If to the Seoul Institute

Kim Soo-hyun, President
57, Nambusunhwan-ro 340 gil, Seocho-gu, Seoul Korea.

6.8 This MOU has been entered into on 12 July 2016

For and on behalf of the Centre for Liveable
Cities Limited

For and on behalf of the Seoul Institute



Khoo, Teng Chye
Managing Director, Centre for Liveable Cities Limited



Kim, Soo-hyun
President, the Seoul Institute

12 July 2016

12 July 2016

ANNEX A: TENTATIVE SCHEDULE FOR JOINT RESEARCH UNDER THIS MOU

	DATE	ITEM
First Joint Research Project	3 rd Quarter 2016	<ul style="list-style-type: none"> • Scoping of research topic & questions • Staff exchange programme to conduct in depth research and understand each city's approach
	4 th Quarter 2016	<ul style="list-style-type: none"> • Workshop to consolidate learning points
	1 st Quarter 2017	<ul style="list-style-type: none"> • Report production
	2 nd Quarter 2017	<ul style="list-style-type: none"> • Presentation of findings at an international forum (TBC)
Second Joint Research Project	3 rd Quarter 2017	<ul style="list-style-type: none"> • Scoping of research topic & questions • Staff exchange programme to conduct in depth research and understand each city's approach
	4 th Quarter 2017	<ul style="list-style-type: none"> • Workshop to consolidate learning points
	1 st Quarter 2018	<ul style="list-style-type: none"> • Report production
	2 nd Quarter 2018	<ul style="list-style-type: none"> • Publication production for First and Second Joint Research Projects
	3 rd Quarter 2018	<ul style="list-style-type: none"> • Launch & Presentation at World Cities Summit 2018