

번호	전	후	전 후 차이내용	의미
제목	MEMORANDUM OF UNDERSTANDING  BETWEEN  THE MINISTRY OF JUSTICE OF GEORGIA  AND  THE MINISTRY OF THE INTERIOR AND SAFETY OF THE REPUBLIC OF KOREA  ON THE ESTABLISHMENT AND OPERATION OF THE DIGITAL GOVERNMENT COOPERATION CENTER	MEMORANDUM OF UNDERSTANDING  BETWEEN  THE MINISTRY OF THE INTERIOR AND SAFETY OF THE REPUBLIC OF KOREA  AND  THE MINISTRY OF JUSTICE OF GEORGIA  ON THE COOPERATION IN THE FIELD OF DIGITAL GOVERNMENT		
개요	<p>The Ministry of Justice (MOJ) of Georgia and the Ministry of the Interior and Safety (MOIS) of the Republic of Korea (hereinafter individually referred to as a "Side" and collectively as the "Sides"),</p> <p>Desiring to establish and operate a Digital Government Cooperation Center (hereinafter referred to as the "DGCC") to facilitate digital government development and economic growth and to promote their friendly relations,</p> <p>Have reached the following understanding:</p>	<p>The Ministry of the Interior and Safety (MOIS) of the Republic of Korea and the Ministry of Justice (MOJ) of Georgia (hereinafter individually referred to as a "Party" and collectively as the "Parties"),</p> <p>Desiring to establish and operate a Digital Government Cooperation Center (hereinafter referred to as the "DGCC") established as a joint working group of experts, to facilitate digital government development and economic growth and to promote their friendly relations,</p> <p>Have reached the following understanding:</p>		
Paragraph 1: Objective	<p><b>Paragraph 1: Objective</b></p> <p>The purpose of this Memorandum of Understanding (hereinafter referred to as the "MOU") is to systematically establish and efficiently operate the DGCC, in order to share experiences and transfer knowledges in the field of digital government, in accordance with international law and the domestic laws and regulations of the Sides.</p>	<p><b>Article 1: Objective</b></p> <p>The purpose of this Memorandum of Understanding (hereinafter referred to as the "MOU") is to systematically establish and efficiently operate the DGCC, in order to share experiences and transfer knowledge in the field of digital government, in accordance with international law and the domestic laws and regulations of the Parties.</p>		
Paragraph 2: Establishment of the DGCC	<ol style="list-style-type: none"><li>1. The DGCC will be established in Tbilisi, Georgia.</li><li>2. The DGCC will be operated from the effective date of this MOU until December 31, 2028.</li><li>3. If either Side wishes to adjust the operating period of the DGCC, such adjustment may be made only when that Side notifies the other Side in writing of its desire to extend the operating period, at least one (1) year prior to the termination date. Any such adjustment is subject to the mutual written consent of the Sides.</li></ol>	<p><b>Article 2: Areas of Cooperation</b></p> <p>The areas of cooperation under this MOU may include the following:</p> <ol style="list-style-type: none"><li>a. Supporting Digital Government Agency of Georgia to elaborate Strategy on Open Data Standardization;</li><li>b. Sharing Korean experience and best practices in public E-service delivery and support for the development of the digital governance tool - unified portal of the state services (My.gov.ge).....;</li><li>c. Sharing Korean experience and best practices in Data Management field ;</li><li>d. Other areas of mutual interest agreed upon by both Parties.</li></ol>		

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The DGA and MOIS should jointly decide and list under the current article the fields/areas in which the Parties aspire to cooperate.

<p>Paragraph 3: Cooperation Committee</p>	<p><b>Paragraph 3: Cooperation Committee</b></p> <p>1. The Sides will establish a Digital Government Cooperation Committee (hereinafter referred to as the "Cooperation Committee") to ensure the efficient operation of the DGCC.</p> <p>2. The Cooperation Committee will set the goals and vision of the DGCC, deliberate and decide upon important matters related to its operation, and review and decide upon the implementation of projects jointly selected through consultation between the Sides (hereinafter referred to as the "Cooperation Projects").</p> <p>3. The Cooperation Committee will be comprised as follows:</p> <p>a) the head of each Side's organization will be the co-chairperson. If it is deemed difficult for a co-chairperson to carry out his/her role, his/her authority may be delegated to another person designated by the co-chairperson;</p> <p>b) the Cooperation Committee will be composed of senior officials of the Sides in charge of digital government, experts in relevant fields, and civil servants designated by the chairpersons, and will consist of up to ten (10) members, including the co-chairpersons.</p> <p>4. In principle, meetings of the Cooperation Committee will be held once a year.</p>	<p><b>Article 3: Establishment of the DGCC</b></p> <p>1. The DGCC will be operated in Tbilisi, Georgia from the effective date of this MOU until December 31, 2028.</p> <p>If either Party wishes to adjust the operating period of the DGCC, such adjustment may be made only when that Party notifies the other Party in writing of its desire to extend the operating period, at least one (1) year prior to the termination date. Any such adjustment is subject to the mutual written consent of the Parties</p>		
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<p>Paragraph 4: Operation of the DGCC</p>	<p>Paragraph 4: Operation of the DGCC</p> <p>1. The Sides may jointly designate a specialized organization to efficiently operate the DGCC.</p> <p>2. The DGCC will carry out activities including the Cooperation Projects, invitational workshops, joint forums and seminars, and offer consulting services related to digital government, as well as any other cooperative activities that may be added at the request of the Cooperation Committee.</p> <p>3. The Sides may separately determine details regarding the organization and operation of the DGCC during the six-month period following the date of signature of this MOU. Any such details mutually consented to by the Sides will be considered an integral part of this MOU.</p>	<p>Article 4: Cooperation Committee</p> <p>1. The Parties will establish a Digital Government Cooperation Committee (hereinafter referred to as the "Cooperation Committee") to ensure the efficient operation of the DGCC.</p> <p>2. The Cooperation Committee will be comprised as follows:</p> <p>a) the head of each Party's organization will nominate respective co-chairperson . If it is deemed difficult for a co-chairperson to carry out his/her role, his/her authority may be delegated to another person designated by the co-chairperson;</p> <p>b) the Cooperation Committee may be composed of senior officials of the Sides in charge of digital government, experts in relevant fields, and civil servants designated by the chairpersons, and will consist of up to ten (10) members, including the co-chairpersons, appointed on a parity-basis.</p> <p>3. The functions of the Cooperation Committee shall be as follows:</p> <p>a) to set the goals and vision of the DGCC;</p> <p>b) to deliberate and decide upon important matters related to the operation of the DGCC;</p> <p>c) to review and decide upon the implementation of projects jointly selected through consultation between the Parties (hereinafter referred to as the "Cooperation Projects");</p> <p>d) to review and assess the overall operation of the DGCC in light of its objectives and the experience gained during its implementation;</p> <p>e) to consider and other matter that may affect the operation of the DGCC; and</p> <p>f) To carry out any other functions as may be agreed by the Parties.</p> <p>4. In principle, meetings of the Cooperation Committee will be held at least once a year, either in person or via electronic means, as mutually agreed by the Parties.</p>		
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It would be preferable for the heads of the organizations (in this case, the Ministers) to nominate the co-chairpersons, which could then potentially be deputy ministers or heads of relevant entities or departments. This way the committee could be more operational and efficient.

Paragraph 5: Financial and In-Kind Contributions	Paragraph 5: Financial and In-Kind Contributions	Article 5: Financial and In-Kind Contributions		
	<p>1. The MOIS will make financial contributions equivalent to USD \$1,000,000 in the period up to December 31, 2028, and the MOJ will make in-kind contributions for the operation of the DGCC. These contributions will be referred to as the "Cooperation Fund" and will be used as follows:</p> <p>a) the Cooperation Fund of the MOIS will be used for carrying out the Cooperation Projects, and holding invitational workshops, joint forums and seminars, as well as consulting services related to digital government. As the Cooperation Projects require the participation of companies which have the relevant knowledge to ensure that Korea's digital government development experiences are shared and technologies can be transferred, the procurement process of the Republic of Korea will be used;</p> <p>b) the MOJ will provide the DGCC with office space in the MOJ building, as well as the necessary office equipment, internet, local telephone communications and one (1) car for the Head of the DGCC, starting from the entry into effect of this MOU until the termination of the activities of the DGCC.</p> <p>2. The Sides will strive to contribute to the Cooperation Fund stipulated in subparagraph 1 in good faith to ensure trusting and efficient cooperation between the Sides.</p> <p>3. The contribution of the Sides in subparagraph 1 is subject to budget availability.</p>	<p>1. The MOIS will make financial contributions equivalent to USD \$1,000,000 in the period up to December 31, 2028, and the MOJ will make in-kind contributions for the operation of the DGCC. These contributions will be referred to as the "Cooperation Fund" and will be used as follows:</p> <p>a) the Cooperation Fund of the MOIS will be used for DGCC to carry out the Cooperation Projects, and to hold invitational workshops, joint forums and seminars, as well as to provide consulting services related to digital government. As the Cooperation Projects require the participation of companies which have the relevant knowledge to ensure that Korea's digital government development experiences are shared and technologies can be transferred, the procurement process of the Republic of Korea will be used; For the avoidance of any doubt, participation of any company shall only be allowed by prior written consent of the MOJ.</p> <p>b) the MOJ will provide the DGCC with office space, as well as the necessary office equipment, internet, local telephone communications and one (1) car for the Head of the DGCC, starting from the entry into effect of this MOU until the termination of the activities of the DGCC.</p> <p>2. The Parties will strive to contribute to the Cooperation Fund stipulated in paragraph 1 of this Article in good faith to ensure trusting and efficient cooperation between the Parties.</p> <p>3. The contribution of the Parties in paragraph 1 is subject to budget availability.</p>		

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Provision or contribution of any foreign support (including expert knowledge or technical assistance) or funds may require obtainment of formal consent from the Government of Georgia.

<p>Paragraph 6: Human Resources</p>	<p>Paragraph 6: Human Resources</p> <p>1. The Sides will dispatch personnel (one (1) to four (4) per Side) to work at the DGCC, subject to the availability of resources; the personnel expenses will be borne in accordance with the domestic laws and regulations of each Side, unless the Sides jointly decide otherwise;</p> <p>2. The expenses for interpreters and other assistants may be covered by the Cooperation Fund and the Sides jointly deem it necessary for the smooth operation of the DGCC.</p> <p>3. The MOJ will offer support for matters such as visa issuance and safety control to facilitate the work of the personnel and advisors dispatched by the MOIS to the DGCC.</p>	<p>Article 6: Human Resources</p> <p>1. The Parties will dispatch personnel (one (1) to four (4) per Party) to work at the DGCC, subject to the availability of resources and procurement of necessary work permits; each Party shall borne its own personnel expenses in accordance with the applicable domestic laws and regulations, unless the Parties jointly decide otherwise;</p> <p>2. The expenses for interpreters and other assistants may be covered by the Cooperation Fund and the Parties jointly deem it necessary for the smooth operation of the DGCC.</p> <p>3. Within the limits of its competence, the MOJ shall use its best efforts to assist in matters such as visa issuance and safety control to facilitate the work of the personnel and advisors dispatched by the MOIS to the DGCC.</p>		
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<p><b>Paragraph 7: Confidentiality</b></p>	<p><b>Paragraph 7: Confidentiality</b></p> <ol style="list-style-type: none"> <li>1. The outcomes produced by the Cooperation Projects will be jointly owned by both Sides until the operation of the DGCC is complete and the ownership is transferred to the MOJ.</li> <li>2. Disclosing such outcomes to any third party prior to the completion of the Cooperation Projects is only permitted with the mutual written consent of the Sides.</li> </ol>	<p><b>Article 7: Confidentiality and Intellectual Property</b></p> <ol style="list-style-type: none"> <li>1. Information and documentation received by either of the Parties or by any companies engaged pursuant to Article 5 paragraph 1(a) of this MOU, as a result of cooperation under this MOU will not be given to a third party without the prior written consent of the originator. The Parties shall ensure that any Companies engaged are bound by and comply with the confidentiality obligations set out in this Article. The Parties accept that either Party may be subject to legal obligations concerning the disclosure of information relating to this MOU within their respective regulatory and legislative framework.</li> <li>2. Any public announcement concerning the existence and terms of this MOU or the subject matter herein shall either be made jointly by the Parties in a mutually agreeable form or by one Party with the prior written approval of the other Party.</li> <li>3. Neither Party shall use the other Party's name or logo in any public announcement, product advertising, or for any other purpose, without first obtaining the other Party's written consent.</li> <li>4. Each Party retains all rights in its own intellectual property. Nothing in this Agreement grants the other Party any rights, title, interest, or license in such intellectual property, whether registered or unregistered, existing now or arising in the future, worldwide, including any applications and rights to apply. Any use or protection of intellectual property shall be governed by the applicable domestic legislation. The outcomes produced by the Cooperation Projects will be jointly owned by both Parties until the operation of the DGCC is complete and the ownership is transferred to the MOJ.</li> </ol>		
<p><b>Paragraph 8: Resolution of Differences</b></p>	<p><b>Paragraph 8: Resolution of Differences</b></p> <p>Any differences arising in relation to the interpretation or implementation of this MOU will be settled amicably through consultations and negotiations between the Sides without the intervention of any third party or international tribunal.</p>	<p><b>-Article 9: Settlement of Disagreements</b></p> <p>Any disagreements arising in relation to the interpretation or implementation of this MOU will be settled amicably through consultations and negotiations between the Parties.</p>		

<p>Article 8: Personal Data Protection</p>		<p>Article 8: Personal Data Protection</p> <p>1. Any personal data exchanged or otherwise processed in the course of implementing this MOU, including within the framework of the Cooperation Projects, shall be handled and protected in accordance with internationally recognized data protection standards and the applicable national laws and regulations of the Parties.</p> <p>2. For the purposes of this MOU, the term "personal data" shall be interpreted in accordance with the relevant national legislation of each Party.</p>		
<p>Paragraph 9: Amendment</p>	<p>Paragraph 9: Amendment</p> <p>This MOU may be reviewed or amended at any time after consultation between the Sides. Any amendments jointly decided upon will come into effect on the date of signature by the Sides. Such amendments will constitute an integral part of this MOU.</p>	<p>Article 10: Amendment</p> <p>This MOU may be reviewed or amended at any time after consultation between the Parties. Any amendments jointly decided upon will come into effect on the date of signature by the Parties. Such amendments will constitute an integral part of this MOU.</p>		

Paragraph 10: Final Provisions	<b>Paragraph 10: Final Provisions</b>	<b>Article 11: Final Provisions</b>		
	<ol style="list-style-type: none"><li>1. This MOU does not create any legal obligations for the Sides under domestic or international law.</li><li>2. This MOU will come into effect on the date of signature by the Sides and remain in effect until December 31, 2028.</li><li>3. If either Side wishes to terminate this MOU, it will notify the other Side in writing at least three (3) months prior to the intended termination date. The MOU will terminate upon the mutual written consent of the Sides.</li><li>4. The termination of this MOU will not affect the validity or duration of any ongoing programs and activities made under this MOU, unless otherwise jointly decided by the Sides.</li></ol>	<ol style="list-style-type: none"><li>1. Except for Article 7 and 8, this MOU does not create any legal obligations for the Sides under domestic or international law.</li><li>2. This MOU will come into effect on the date of signature by the Parties and remain in effect until December 31, 2028.</li><li>3. If either Party wishes to terminate this MOU, it will notify the other Party in writing at least three (3) months prior to the intended termination date. In such case, the MOU will terminate three months after the notification is received.</li><li>4. The termination of this MOU will not affect the validity or duration of any ongoing programs and activities made under this MOU, unless otherwise jointly decided by the Parties.</li></ol>		