식품의약품안전처
Ministry of Food and Drug Safety

الهيئة العامة للغذاء والدواء
Saudi Food & Drug Authority

Memorandum of Understanding
between
The Ministry of Food and Drug Safety
of the Republic of Korea
and
The Saudi Food and Drug Authority
of the Kingdom of Saudi Arabia

For Cooperation in the Fields of Food and Medical Products

The Ministry of Food and Drug Safety of the Republic of Korea (referred to as "MFDS"), and the Saudi Food and Drug Authority of the Kingdom of Saudi Arabia (referred to as "SFDA") (hereinafter collectively referred to as "Both Participants" and individually as "Participant"):

Desiring to enhance cooperation in the fields of food and medical products including medicinal products, biological medicinal products, medical devices, and cosmetics (hereinafter referred to as "the subject of cooperation"),

To ensure their quality and safety; and

Pursuant to the laws and regulations in force in each country;

Have hereby reached as follows:

Paragraph 1
Purpose

The purpose of this Memorandum of Understanding (hereinafter referred to as "MoU") is to establish a framework between Both Participants in the fields of the subject of cooperation on the basis of equality, reciprocity and mutual benefit, and in accordance with their common interests.

Paragraph 2
Scope of Cooperation

Both Participants encourage cooperation - within the framework of this MoU - in the following areas:

1. Exchanging of information on the relevant laws, regulations, standards, administrative procedures, international harmonization activities, scientific evaluations, and laboratory tests. The areas of information which may be exchanged by Both Participants may include, but are not limited to:

   - Food: controls over imported and local food, clearance processes, and safety management; and

   - Medical products: quality and safety management, pre-market assessment, market compliance, post-market surveillance and vigilance, clinical trials, shortages, and research and regulations related to artificial intelligence and innovative medical devices;

2. Exchanging of experiences, consultations, and visits;
3. Holding joint seminars, workshops, and training;
4. Conducting joint research in areas of common interests; and
5. Any other areas of cooperation as decided upon by Both Participants, within the framework of this MoU.

Paragraph 3
Confidentiality

Both Participants will not use the information and documents shared therebetween except for the purposes assigned thereto, as decided upon. Neither Participant will transfer any of the information or documents exchanged therebetween to a third party without the written consent of the providing Participant.

Paragraph 4
Financial Resources

Each Participant is responsible for its own administration affairs and expenses arising from this MoU, unless otherwise decided upon by Both Participants.

Paragraph 5
Implementation Mechanism

For the purpose of implementing this MoU, Both Participants may establish a mechanism for regular meetings of representatives of Both Participants to work jointly on the development of cooperation plans and discuss the implementation of this MoU.

Paragraph 6
Focal Points

1. For the MFDS, the focal point will be the International Cooperation Office at the Ministry of Food and Drug Safety.
2. For the SFDA, the focal point will be the Executive Department of International Cooperation, at the Saudi Food and Drug Authority.

Each Participant will notify the other Participant in case of any change of its focal point.

Paragraph 7
Intellectual Property Rights

Each Participant will observe the intellectual property rights owned by the other Participant while conducting any joint activity or project under this MoU.

Paragraph 8
General Provisions

This MoU is not intended to create any legally binding obligations for Both Participants under domestic or international law. This MoU will not affect the rights and obligations of Both Participants arising from the international conventions to which either of them is participant of.

Paragraph 9
Resolution of Differences

Any differences arising between Both Participants as per the interpretation, application or implementation of this MoU will be resolved amicably in consultation therebetween, in accordance with their common interests.

Paragraph 10
Duration, Amendment and Termination

1. This MoU will enter into effect as of the date of the last exchange of written notice —through diplomatic channels— between Both Participants, indicating that they have finalized their respective internal procedures required for this MoU to be effective.

2. The duration of this MoU will be five (5) years from the date of its entry into force and it will be automatically renewed for the same period(s) unless either Participant notifies the other Participant in writing —through diplomatic channels— of its intention to terminate or not to renew this MoU at least three (3) months prior to the designated date of termination or non-renewal thereof.

3. This MoU may be amended at any time by mutual consent in writing between Both Participants in accordance with their respective internal procedures in place.

4. The termination or non-renewal of this MoU will not affect any commitments given under this MoU in respect of any arrangement or action taken during the period before the termination or non-renewal takes effect, unless otherwise jointly decided upon by Both Participants.

This MoU has been signed in the city of Riyadh, Kingdom of Saudi Arabia on Sunday dated October 22nd, 2023 corresponding to 07/04/1445AH, in two original copies of each in the Korean, Arabic, and English languages. The three texts will be equally valid. In the event of any divergence, the English text will prevail.

For **The Ministry of Food and Drug Safety of the Republic of Korea**	**For** **The Saudi Food and Drug Authority of the Kingdom of Saudi Arabia**