

MEMORANDUM OF UNDERSTANDING

between

the British Board of Film Classification

and

the Korea Media Rating Board

The parties to this Memorandum of Understanding (“MOU”) are

(1) the British Board of Film Classification of 3 Soho Square, London W1D 3HD, United Kingdom (“BBFC”)

and

(2) the Korea Media Rating Board of 3rd Floor, Korea Visual Industry Center, Centum se-ro, Haeundae-gu, Busan 48058, Republic of Korea (“KMRB”).

I. Background

The BBFC operates consistent and trusted classification and labelling systems in the United Kingdom. It classifies films for cinematic exhibition and video content in accordance with guidelines which it publishes and amends from time to time (“the Classification Guidelines”).

The KMRB classifies films, videos and other motion pictures to provide age-based ratings and also recommends the domestic performances of foreign artists.

Both parties to this MOU share the objectives of protecting children from unsuitable and harmful media content and empowering consumers by ensuring that they have the best possible information upon which to base their viewing choices.

Both parties also share the commitment to providing the best possible service to the industries which they serve.

II. Purpose

The BBFC and the KMRB wish to work together to develop the value and quality of their respective classification systems and to achieve the objectives detailed below.

The purpose of this MOU is to record the terms upon which the parties have agreed to work together and to identify clearly the roles and responsibilities as they co-operate.

This MOU reflects the hopes and intentions of both parties and is not intended to be a legally binding contract.

It is the intention of both parties to maintain a cohesive working relationship long as it continues to be satisfactory for both organisations.

III. Responsibilities

The parties agree to adopt the following general principles when working together:

- Work collaboratively;
- Share information, experience, materials and skills in order to learn from each other and develop effective working practices;
- Be open and adopt a transparent approach when working together; and
- Be responsive and communicate effectively and regularly with each other.

IV. Objectives

The Parties shall:

- regularly exchange information about their respective classification policies and procedures.
- collaborate on relevant research projects on film/video/website classification.
- establish a two-way communication channel and, where possible, provide networking opportunities within their respective industries and training opportunities within each other's organisations.

- discuss and, where appropriate, develop methods of classifying film, video and other content, including User Generated Content (UGC) which is distributed via the internet (online)
- share details of best practice on information provision to consumers
- share details of best classification practices
- share details of best business process practices for the benefit of industry
- share details of best practice on providing education for consumers, particularly children and those with responsibility for children, about how to use classification effectively to ensure a safe viewing experience

The Parties agree that the necessary details for the objectives set out in this paragraph can be resolved and agreed by future discussion.

V. Confidentiality

Information shared between the parties shall be used only for the purposes described in this MOU and for no other purpose whatsoever and each party agrees to keep the other's information confidential and will not disclose it to any other person except:

- (a) to any of their agents, consultants or contractors who need to have such information for the purposes of this MOU and who have agreed to keep it confidential;
- (b) where required to do so by law; or
- (c) with the written consent of the Party which supplied the information

VI. Term and Termination

This MOU shall automatically terminate on the expiry of five years from the date of its commencement, but shall renew automatically for a further period of five years, on the same terms as this MOU, unless either party notifies the other at least one month prior to the termination date that they do not wish to renew the MOU.

Where either party is of the opinion that the other is not acting in accordance with the spirit or the words of this MOU, it shall raise the issue with the other party and

endeavour to resolve the issue. However, it is understood by both parties that either party may elect to terminate its involvement in the Project at any time and for any reason by written notification to the other.

VII. Liability

Except as otherwise provided, the Parties shall each bear their own costs and expenses incurred in complying with their obligations under this MOU.

Both Parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and neither party intends that the other party shall be liable for any loss it suffers as a result of this MOU.

VIII. Status

Nothing in this MOU is intended to, or shall be deemed to, establish any formal partnership or joint venture between the Parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

IX. Miscellaneous Provisions

This MOU shall be effective upon the date of its signature by BBFC and KMRB authorized officials.

Signed in duplicate, at London, on March 7th 2016, in the English and Korean languages, both texts being equally valid.

British Board of Film Classification

Director David Cooke

Korea Media Rating Board

Chairperson Lee Kyong Sook
