



NATIONAL  
AGRICULTURE AND  
FORESTRY RESEARCH  
INSTITUTE



Rural Development  
Administration

RURAL DEVELOPMENT  
ADMINISTRATION

## LETTER OF AGREEMENT

BETWEEN

NATIONAL AGRICULTURE AND FORESTRY RESEARCH INSTITUTE  
OF THE LAO PEOPLE'S DEMOCRATIC REPUBLIC

AND

THE RURAL DEVELOPMENT ADMINISTRATION  
OF THE REPUBLIC OF KOREA

TO MAINTAIN A SAFE DUPLICATE OF LAO COLLECTIONS OF PLANT GENETIC  
RESOURCES AT RDA GENE BANK

The National Agriculture and Forestry Research Institute, with its principal office located in Vientiane, Lao PDR and represented in this document by its Director General Bounthong Bouahom, hereinafter referred to as NAFRI, and the Rural Development Administration, with its principal office located in Jeonju, Korea and represented in this document by its Administrator Lee Yang-ho, hereinafter referred to as RDA, have agreed on the establishment and execution of a project of technical cooperation that will be regulated by the following conditions:

### 1. Objective and purpose

The objective of this agreement is to ensure the long-term availability of the Lao collections of plant genetic resources currently maintained, conserved, evaluated, handled, and distributed by NAFRI to the user communities in Lao PDR. Its purpose is to maintain a safe duplicate of those collections of plant genetic resources in long-term black-box storage at RDA Genebank, the World Seed Vault.

### 2. Justification

The NAFRI is responsible for the collection, evaluation, conservation, and distribution of Lao germplasm collections. Its collections are maintained for the benefit of farmers and agricultural researchers in Lao PDR.

Duplicate samples of the Lao germplasm collections will be sent to RDA Genebank, world safety back up storage, in Korea under the terms of this agreement for the sole purpose of long-term black-box conservation. These collections will be kept integral and untouched at RDA Genebank, to safeguard them against any accidental loss of the respective base collections or part of them at the NAFRI in Vientiane. This duplicate collection is not intended for distribution or for any other purposes other than long term conservation.

### **3. Description of activities**

The NAFRI will send duplicate samples of its collections to RDA Genebank under the following conditions:

- 3.1. The NAFRI will send to RDA Genebank its germplasm collections numbering about 1,000 (one thousand) accessions. The first germplasm collections will be shipped within one year after this agreement becomes effective, in one or several shipments as deemed appropriate.
- 3.2. Each seed sample will consist of one (1) laminated plastic aluminum foil bag per accession. Each accession will be packed in plastic aluminum pouches, hermetically sealed and labeled with the accession number at NAFRI.
- 3.3. The NAFRI will send the material to RDA Genebank at Suwon, Korea in closed and duly identified containers. Such containers can be opened by Korean authorities for plant quarantine verification and other pertinent inspections. In cases where the bags will have to be opened by the Korean authorities, RDA Staff will make sure the plastic aluminum pouches will be resealed so that the bags will be hermetically closed and that no air moisture will enter the bags. RDA Staff will either maintain the bags in their original containers or if necessary, take the bags out of the containers and place them in the appropriate vaults in view of their long-term conservation at RDA Genebank.
- 3.4. List of basic information about germplasm identification, phytosanitary, and seed viability conditions will be provided by NAFRI and sent along with the samples.
- 3.5. The accessions will be stored in the foil bags as shipped in the conservation room(s) at minus (-) 18°C temperature.
- 3.6. Information about significant variation in the conservation conditions (or significant event, e.g. earthquake) that can affect the long-term viability of these seed collections at RDA will be sent to NAFRI.

### **4. Responsibilities of NAFRI**

The NAFRI is committed to:

- 4.1. Send to RDA Genebank a duplicate of the Lao collections that are important in food security and sustainable agriculture. A part of cost of shipment shall be borne by NAFRI.
- 4.2. Send to RDA Genebank the lists and data about viability and/or phytosanitary status and any additional pertinent information as required by RDA Staff. That information shall not be protected by RDA under any IPR regime; it shall not be communicated to any third party, and shall be used for the sole purposes of this agreement.
- 4.3. Clear plant quarantine matters with the appropriate authorities of Lao PDR and Korea as per the export of the plant duplicate collections.
- 4.4. Manage handling and transport of the plant germplasm collections to Suwon, Korea.
- 4.5. Replace accessions of plant germplasm that upon information provided by RDA, for any reason, need to be replaced at Suwon.
- 4.6. Replace accessions of plant germplasm that for reasons of periodical viability testing



performed at NAFRI on the same seed lot(s) need to be replaced at Suwon.

- 4.7. Make the appropriate arrangements with the insurance company in order to secure safe transport of the collections to Suwon, Korea.

## **5. Responsibilities of RDA**

RDA is committed to:

- 5.1. Provide space in its long-term conservation vaults at Suwon at minus (-) 18°C for the collections of plant germplasm of NAFRI.
- 5.2. Provide any assistance as needed during the transport in Korea from the international airport in Incheon to Suwon for the safe storage of the Lao collections of plant germplasm at RDA Genebank.
- 5.3. Ensure that any bag that will be opened for inspection by the Korean plant quarantine authorities is duly sealed and that minimal air moisture enters the plastic aluminum pouches.
- 5.4. Store the collections of plant germplasm at minus (-) 18°C under long-term conditions as received and ensure the continuity of this conservation service under these conditions.
- 5.5. Inform NAFRI promptly about the loss or deterioration (namely that of the sealing and/or the labels) of any plastic aluminum pouch at any time.
- 5.6. In the event of loss of samples of the plant collections at NAFRI, to return any sample requested by NAFRI. The costs shall be borne by NAFRI. RDA does not assume any legal liability with regards to the destruction, germination, or viability of the collection. RDA makes no warranties, express or implied, of any nature, including any warranties of merchantability or fitness for a particular purpose.
- 5.7. In the case of any event of *force majeure* in Korea (e.g. earthquake), RDA will inform NAFRI about the status of the black-box collections. In such an event, RDA will make reasonable efforts to comply with NAFRI's desire expressed in writing regarding further storage or disposition of the collections.

## **6. Responsibilities of both institutions**

The two institutions are committed to conserve the collections of plant germplasm with all necessary measures for safeguarding and maintaining the quality of samples by providing adequate storage conditions. In particular, they will:

- 6.1. Facilitate the exchange of information and techniques that could help improve the present storage conditions.
- 6.2. Maintain the identification of the foil bags as received. If they feel appropriate, the two institutions may develop and share codes for quick identification of the foil bags in the long-term vaults.
- 6.3. Under no circumstance RDA will distribute any accession of the respective collections.
- 6.4. If for whatever reason RDA can no longer maintain the collections as black-box, it should inform NAFRI promptly in writing. In this case or in the case of termination of the present agreement, RDA and NAFRI will evaluate the best option for the collections,

which may include the shipment of the collections back to NAFRI at NAFRI's expense.

## 7. Duration

The initial term of this agreement shall be five years, beginning from the date of the last affixed signature below. In the event that this agreement is neither terminated nor extended for a period in excess of five years at the end of the initial term, this agreement shall have, in effect, remain in force for sustainment.

## 8. Modification and Termination

If either of the institutions desires to change the terms and conditions of the present agreement, it should give the other institution a two-month notice in writing, and send the proposed amendment(s) for consultation. After consultation, such amendment(s) can be accepted, and if deemed necessary may justify a new agreement. If any of the institutions desires to terminate the present agreement, it should give the other institution a six-month notice in writing.

## 9. Dispute resolution

Any dispute, controversy, or claim arising out of or relating to this agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules as present in force. Parties may wish to consider adding: (a) The appointing authority shall be the International Chamber of Commerce; (b) the number of arbitrators shall be three; (c) the place of arbitration shall be decided by NAFRI; (d) the language(s) to be used in the arbitral proceedings shall be English.

## 10. Governing law

This agreement shall be governed by the UNIDROIT (International Institute for the Unification of Private Law) Principles (1994), supplemented when necessary by the Law of the Republic of Korea and Law of the Lao People's Democratic Republic.

For the  
National Agriculture and Forestry Research  
Institute



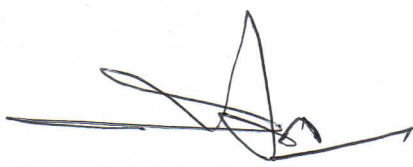
By **Bounthong Bouahom**, Director General

Date : May 18<sup>th</sup> 2016

Place : Colombo, Sri Lanka

Forest Research Center  
National Agriculture and Forestry Research Institute

Witness:



**Vongvilay Vongkhamsao**, Director

For the  
Rural Development Administration



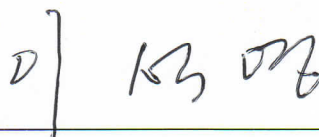
By **Lee Yang-ho**, Administrator

Date : May 18<sup>th</sup> 2016

Place : Colombo, Sri Lanka

National Agrobiodiversity Center,  
National Institute of Agricultural Science, RDA

Witness :



**Lee Sok-young**, Director